REQUEST FOR PROPOSAL

CHRONIC CARE MANAGEMENT PROGRAM

FOR
LOUISIANA MEDICAID
PRIMARY CARE CASE MANAGEMENT

DEPARTMENT OF HEALTH AND HOSPITALS
MEDICAL VENDOR ADMINISTRATION
MEDICAID REFORM SECTION

Release Date:

August 4, 2009

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Glossary/ Acronyms

Actively Engaged- Terminology used to describe a Participant who has been initially contacted by the CCMP, has agreed in writing to participate, and has received a completed initial assessment and subsequently a minimum of one telephonic contact per month and a reassessment every six months**.**

CCMP- Chronic Care Management Program; The concept of reducing healthcare costs and improving quality of life for individuals with a chronic condition, through integrative care.

CDMC– Chronic Disease Management Certification

CHF- Congestive Heart Failure

CME- Continuing Medical Education

CMS- Centers for Medicare and Medicaid Services; The federal agency charged with overseeing and approving states' implementation and administration of the Medicaid and Medicare programs.

COB- Close of Business (4:30 pm Central Daylight Time)

CommunityCARE– The Louisiana Medicaid Primary Care Case Management (PCCM) program which links Medicaid Eligibles to a Primary Care Provider (PCP) as their Medical Home.

DHH- Department of Health and Hospitals; The state agency responsible for promoting and protecting health and ensuring access to medical, preventive, and rehabilitative services for all citizens of the State of Louisiana. DHH is also referred to as "the Department" in this RFP.

e-CDI– Electronic Clinical Data Inquiry

Effective Enrollment Date– Date an eligible recipient is identified as an Enrollee into the CCMP.

Eligible– A PCCM Member who is identified as being qualified for CCMP services.

Enrollee- A PCCM Member who is enrolled in the CCMP.

EPSDT- Early Periodic Screening & Diagnostic Treatment

FFS- Fee- for- Service

FI- Fiscal Intermediary

Health Care Organization- A company that provides health care services capable of meeting the service requirements listed within this RFP.

Health Screening / Holistic Assessments – Evaluations made by the clinical team that includes review of clinical and behavioral aspects and support systems.

HEDIS- Health Plan Employer Data and Information Set

HIPAA– Health Insurance Portability and Accountability Act

HMO- Health Management Organization

Holistic- Promoting multidisciplinary model of care

Holistic Health Care- Consists of the prevention, treatment and management of illness or disease and the preservation, maintenance or restoration of mental, physical and spiritual health through Holistic methods.

IT- Information Technology

Key Management Personnel- Individuals as defined in this RFP: Program Administrator, Medical Director, CCMP manager, Quality Assurance Officer (QAO)

Medicaid- A federally aided, but state operated and administered, program which provides medical benefits for the uninsured and under-insured in Louisiana.

MMIS- Medicaid Management Information System; The claims processing and information retrieval system which includes all Providers enrolled in the Medicaid program. This system is an organized method of payment for claims for all Medicaid services and includes information on all Medicaid Providers and Enrollees.

MOA- Memorandum of Agreement

MOU– Memorandum of Understanding

Must- Denotes a mandatory requirement

MVA- Medical Vendor Administration; The administrative operation of DHH responsible for the Medicaid program.

NCQA- National Committee for Quality Assurance

Net Savings- The percent difference between the expected Per Participant Per Month healthcare expenditures for services in the program year (calculated using the Predictive Modeling methodology approved by the Department) and the actual Per Participant Per Month health care expenditures, less program costs observed in the program year.

Participant- A CCMP Enrollee who is Actively Engaged in the Chronic Care Management Program.

PCCM- Primary Care Case Management; A Medicaid managed care service delivery model that links Medicaid Enrollees to primary care physicians and operates statewide. The Louisiana Medicaid PCCM program is called CommunityCARE.

PCCM Member- An individual enrolled in the Louisiana Medicaid PCCM program.

PCP- Primary Care Provider; A medical Provider who manages the care of each Medicaid Enrollee by providing health education, preventive care, acute care, and refers the Enrollee to specialists when needed. The PCP also admits Enrollees to the hospital. The PCP shares medical information with the emergency department and other authorized health care Providers. The CommunityCARE PCP arranges for medical care coverage twenty-four (24) hours a day, seven (7) days a week. PCPs are reimbursed via a fee-for-service payment for care provided and a monthly management fee for each CommunityCARE Enrollee linked to their practice.

PHI- Protected Health Information

PM- Predictive Modeling; An actuarially approved process for identifying individuals who are qualified and most in need and would benefit from CCMP interventions.

PPO- Preferred Provider Organization

PPPM- Per Participant Per Month

Proposer– Entity or company seeking contract to provide stated deliverables and services identified within a RFP document.

Provider- A person, group or agency that provides a covered Medicaid service to a Medicaid Enrollee.

QA/QI- Quality Assurance**/**Quality Improvement

QAO- Quality Assurance Officer

Real-time Electronic Health Surveillance- The remote monitoring of Participant's health data to allow immediate communication with health care professionals for pro-active, quality healthcare.

RFP– Request for Proposal

RHC/FQHC- Rural Health Center/Federally Qualified Health Center

ROI- Return on Investment; The ratio of money gained or lost on an investment relative to the amount of money invested.

SFTP- Secure File Transfer Protocol

Shall- Denotes a mandatory requirement

Should- Denotes a preference but not a mandatory requirement

Stratification- The process of partitioning data into distinct or non-overlapping groups

TCP/ IP- Transmission Control Protocol (TCP) and the Internet Protocol (IP)

TDD/TTY- Telecommunication Device for the Deaf/Tele Typewriter

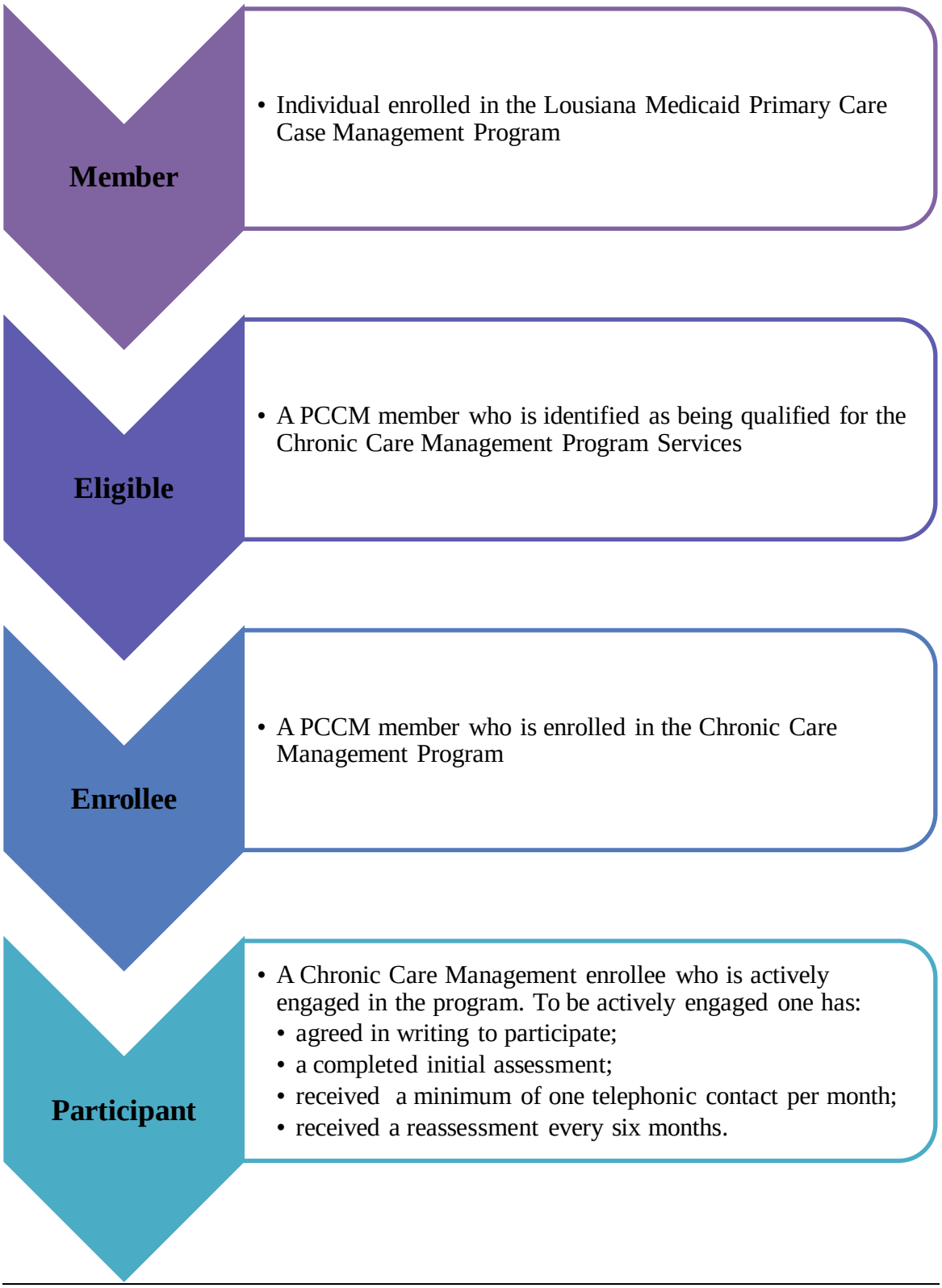
Tier-1– High Intensity level Participants in the CCMP. This is determined by the Contractor's Predictive Modeling tool.

Tier-2– Low Intensity level Participants in the CCMP. This is determined by the Contractor's Predictive Modeling tool.

URAC- Utilization Review Accreditation Commission

Will- Denotes a mandatory requirement

Classification and Progression of Individuals Within the CCMP



1. GENERAL INFORMATION

1.1. BACKGROUND

1.1.1. The mission of the Department of Health and Hospitals is to protect and promote health and to ensure access to medical, preventive, and rehabilitative services for all citizens of the State of Louisiana. The Department of Health and Hospitals is dedicated to fulfilling its mission through direct provision of quality services, the development and stimulation of services of others, and the utilization of available resources in the most effective manner.

1.1.2. DHH is comprised of the Medical Vendor Administration (Medicaid), the Office for Citizens with Developmental Disabilities, the Office of Mental Health, the Office for Addictive Disorders, the Office of Aging and Adult Services, and the Office of Public Health. Under the general supervision of the Secretary, these principal offices perform the primary functions and duties assigned to DHH.

1.1.3. DHH, in addition to encompassing the program offices, has an administrative office known as the Office of the Secretary, a financial office known as the Office of Management and Finance, and various bureaus and boards. The Office of the Secretary is responsible for establishing policy and administering operations, programs, and affairs.

1.1.4. The Medicaid Reform Section within the DHH Medical Vendor Administration (Medicaid) is responsible for the day to day operations of CommunityCARE, the state's Primary Care Case Management (PCCM) program. In addition the section implements and oversees initiatives to improve quality, access, and sustainability including chronic care management and the patient-centered medical home.

1.2. PURPOSE OF REQUEST FOR PROPOSAL

1.2.1. The Louisiana Department of Health and Hospitals (DHH), Medical Vendor Administration (Medicaid), Medicaid Reform Section, is soliciting proposals for a Chronic Care Management Program (CCMP) Administrator through a competitive procurement process. It is the intent of the Department to award a contract with a qualified Health Care Organization to be the CCMP Administrator and to implement an Opt-out CCMP in Louisiana. The Chronic Care Management Program shall include a subset of Primary Care Case Management (PCCM) program members. The current statewide PCCM program is called CommunityCARE. CommunityCARE operates in all sixty-four (64) state parishes. Medicaid Members, meeting the criteria for the PCCM Program are linked to a Primary Care Provider (PCP) for coordination of medically necessary services. This Request for Proposal (RFP) is for the provision of CCMP services statewide for specified CommunityCARE Enrollees.

1.2.2. The general scope of responsibility of the Contractor includes using Predictive Modeling to identify Eligibles, providing outreach and education on CCMP and chronic illnesses, performing an initial assessment on Participants, counseling and monitoring Participants adherence to care plans, providing telephonic and face-to-face care management, and maintaining a toll-free call line for all program Participants. The Contractor shall monitor clinical health outcome measures and changes in health care expenditures for Participants in the CCMP. It is the Department's intention to enter into a contract for a CCMP that takes a Holistic approach to Participants by acknowledging cultural, educational, social, and economic issues that affect Participants' ability to manage chronic diseases.

1.2.3. All Proposers should be aware of Louisiana Medicaid reform initiatives such as those described in the Louisiana Health First Section 1115 Waiver dated December 23, 2008. Reform may result in phase-in of a new system of service delivery which provides a continuum of evidence-based, quality driven health care services and a Medical Home system of care for Medicaid recipients. Details regarding this initiative can be found at http://www.dhh.louisiana.gov/offices/?ID=349. Medicaid initiatives may include prepaid integrated networks of care, continuing and enhancing the existing PCCM program, or a combination. Proposers should be knowledgeable of overall improvement goals and may expect that, for areas of the state that transition to prepaid, coordinated networks, CCMP shall be a mandatory component of each network. Each network, at that point, may choose their own vendor or provide the services internally. The Department anticipates that the CCMP contract will continue in the areas of the state where PCCM remains an option for consumers.

1.2.4. The Proposer selected in response to this RFP must demonstrate the capacity to perform the services described in the RFP. The Proposer shall comply with all Federal and State regulations and guidelines, applicable administrative rules, and the Department's written policies and procedures, which may be amended periodically. Copies of such rules and policies will be available in the Procurement Library.

1.2.5. The Proposer must develop, implement, and maintain policies and procedures, related to the daily operations of the CCMP. The Proposer must submit all policies, procedures, and materials to DHH for review and written approval. The Proposers must review policies and procedures annually, or as needed, to conform to changes in the CCMP approaches, technologies, and changes in Federal or State law and policy.

1.3. INVITATION TO PROPOSE

1.3.1. The DHH, Medical Vendor Administration (Medicaid), Medicaid Reform Section is inviting qualified Proposers to submit proposals for services to provide in accordance with the specifications and conditions set forth herein.

1.4. RFP COORDINATOR

1.4.1. Requests for copies of the RFP and written questions or inquiries must be directed to the RFP Coordinator listed below:

Mary Scorsone, RN
Medicaid Program Manager
Medical Vendor Administration
Medicaid Reform Section
Department of Health and Hospitals
628 North 4th Street, 7th Floor
Baton Rouge, LA 70821
Phone: 985-413-3166
Mary.Scorsone@la.gov

1.4.2. This RFP is available in electronic form at http://www.dhh.louisiana.gov/publications.asp?ID=1&CID=25 in PDF format.

1.5. PROPOSER INQUIRIES

1.5.1. The Department will consider written inquiries regarding the RFP or Scope of Services before the date specified in the Schedule of Events. To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address, fax number, or e-mail address by the date specified in the Schedule of Events. Questions should be submitted using the the excel template provided in the Procurement Library and reference the RFP page and section number whenever applicable. Any and all questions directed to the RFP Coordinator will be deemed to require an official response. A copy of all questions and answers will be posted to the following Web address by the date specified in the Schedule of Events:
http://www.dhh.louisiana.gov/publications.asp?ID=1&CID=25

1.5.2. Action taken as a result of verbal discussion shall not be binding on the Department. Only written communication and clarification from the RFP Coordinator shall be considered binding.

1.6. PRE-PROPOSAL CONFERENCE

1.6.1. A mandatory pre-proposal conference will be held on the date listed on the Schedule of Events. Prospective Proposers are mandated to participate in the conference to obtain clarification of the requirements of the RFP and receive claims data. To ensure an adequate supply of data discs, all interested proposers are asked to notify the RFP Coordinator listed in Section 1.4.1 via email of their intention to attend at least one week prior to the date of the pre-proposal conference. The response should also include the number of attendees. The conference will be located at 628 North 4th Street, (Bienville Building) Baton Rouge, LA 70821 conference room # 173.

1.6.2. The Department will make available twenty-four (24) months of claims data for potential CCMP Eligibles at this conference. The information will be de-identified, however, Proposers shall be required to sign a data use agreement prior to receiving the data.

1.6.3. Although impromptu questions will be permitted and spontaneous answers may be provided during the conference, the only official answer or position of the state will be stated in writing in response to written questions. Therefore, Proposers must submit all questions in writing (even if an answer has already been given to an oral question). After the conference, questions will be researched and the official response will be posted on the Internet at the following link: http://www.dhh.louisiana.gov/publications.asp?ID=1&CID=25.

1.7. SCHEDULE OF EVENTS

(DHH reserves the right to deviate from this Schedule of Events)

Schedule of Events	Tentative Schedule
Public Notice of RFP	*August 4, 2009*
Pre-Proposal Conference **(Mandatory)**	August 17, 2009 9am-12pm CDT 628 North 4th Street, (Bienville Building) Baton Rouge, LA 70802 Conference Room # 173
Deadline for Receipt of Written Questions	*August 21, 2009* *4:00pm CDT*
Response to Written Questions	*September 18, 2009*
Deadline for Receipt of Proposals	*October 16, 2009* *4:00pm CDT*

Proposal Evaluation	*Week of October 19, 2009*
On-site Demonstrations The Department may select those proposers considered susceptible to award for on-site demonstrations for final determination of contract award.	*November 2, 2009* *Time and Location TAB*
Contract Award Announced	*November 6, 2009*
Contract Negotiations Begin	*November 9, 2009*
Contract Scheduled to Begin	*January 1, 2010*

1.8. RFP ADDENDA

1.8.1. In the event it becomes necessary to revise any portion of the RFP for any reason, the Department shall post addenda, supplements, and/or amendments at the following web address:
http://www.dhh.louisiana.gov/publications.asp?ID=1&CID=25

2. SCOPE OF WORK

2.1. PROJECT OVERVIEW

2.1.1. Program Objectives

2.1.1.1. The objectives of Louisiana's CCMP are to:

2.1.1.1.1. Develop and implement patient centered holistic plans of care;
2.1.1.1.2. Improve quality of care and quality of life;
2.1.1.1.3. Improve health literacy, health outcomes and self management;
2.1.1.1.4. Improve utilization of Information Technology resources by Participants and PCPs;
2.1.1.1.5. Promote effective use of the healthcare system and community resources;
2.1.1.1.6. Reduce the potential for risks of catastrophic or severe illness;
2.1.1.1.7. Prevent disease exacerbations and complications;
2.1.1.1.8. Integrate use of evidence-based clinical practice guidelines into PCP practices; and
2.1.1.1.9. Reduce utilization and costs associated with acute care, Emergency Department, and hospital inpatient services.

2.1.1.2. The Contractor shall accomplish the stated objectives by:

2.1.1.2.1. Incorporating Predictive Modeling results to identify high-risk PCCM Members who may be eligible for the CCMP;
2.1.1.2.2. Incorporating severity assessment and tiered risk Stratification for the identified population;
2.1.1.2.3. Implementing a Holistic plan of care for each Participant that includes coordination of care through collaboration with member, family, primary care physicians, specialists, community resources, and pharmacists;
2.1.1.2.4. Instituting interventions based on Stratification designed to educate, motivate, improve clinical outcomes and quality of life;
2.1.1.2.5. Emphasizing self care management utilizing Participant education and empowerment strategies;
2.1.1.2.6. Identify and foster relationships between Participants and community resources through health education and improved health literacy;
2.1.1.2.7. Utilizing evidence-based clinical practice guidelines;
2.1.1.2.8. Supporting and assisting PCPs with the delivery of evidence-based clinical practice guidelines;
2.1.1.2.9. Assisting PCPs in the transformation to Patient-Centered Medical Home; and
2.1.1.2.10. Utilizing and promoting the use of Information Technology.

2.1.2. Opt- out Program

2.1.2.1. This is an Opt-out program; therefore, the Enrollee must communicate to the CCMP that Chronic Care Management services are not desired and request to be removed from the program. All eligible members meeting the specified criteria will automatically be enrolled into the CCMP. The Enrollee may deny services at initial contact or anytime thereafter. The Contractor must track and report Opt-outs at specified periods.

2.1.3. Chronic Care/Systems of Care Approach

2.1.3.1. The CCMP shall take a holistic, patient-centric approach to Participants' care, by taking into account cultural, educational, psychosocial, behavioral and economic issues that affect the Participant's ability to manage their healthcare and chronic diseases. The CCMP shall connect Participants to community resources and services that facilitate Participants' self management skills, reducing the chance of catastrophic or increased severity of illness. The Contractor must refer to the current Chronic Care Model developed by the McColl Institute ® ACP-ASIM Journals and Books. The Department recognizes this as a best practice model.

2.1.4. Potential Eligibles

2.1.4.1. As of March 2009, there were 732,217 PCCM Members enrolled and linked to a PCP. Utilizing disease specific HEDIS measures and paid claims for 7/1/2007 – 6/30/2008 dates of service, the Department identified approximately 33,438 potential CCMP Eligibles.

2.2. DELIVERABLES (CCMP MEMBER)

2.2.1. Targeted Population and Identification Process

2.2.1.1. The CCMP shall serve a Department-designated percentage of PCCM Members who have been diagnosed with the following chronic conditions:

- **Asthma,**
- **Diabetes, and**
- **Congestive Heart Failure.**

2.2.1.2. These members have been determined to be at "high risk" for greater medical costs, and/or have the highest cost of service utilization. These are individuals who are at risk of demonstrating poor health outcomes; experiencing fragmented health care delivery; have high cost utilization of services; or whose pattern of health services access may indicate an inappropriate utilization of health care resources; and would benefit from the CCMP.

2.2.1.3. The Department also has special interest in hypertension as a precursor to Coronary Artery Disease, End Stage Renal Disease, and Stroke as well as Sickle Cell Anemia and Chronic Obstructive Pulmonary Disease (COPD). The Department may choose to have the Contractor develop and implement additional Chronic Care Management programs for these Eligibles, as well as a focus on individuals with Chronic Diseases and their high utilization of the Emergency Room.

2.2.1.4. Identification Process

2.2.1.4.1. The Contractor shall be responsible for the process of identifying and verifying Eligibles for the CCMP. The Department must review, and approve in writing, within ten (10) business days upon receipt the process of identifying individuals who will be enrolled in the CCMP by the Contractor. The Contractor must also develop a process to stratify those who are appropriate candidates for the Chronic Care Management Program.

2.2.1.4.1.1. Analysis of Claims Data: On a weekly basis, DHH will electronically provide the Contractor with eligibility and claims data from the Louisiana Medicaid Management Information System (MMIS). The Contractor shall use their own Predictive Modeling tool and methodology, as approved in writing by the Department, within ten (10) business days upon receipt. Criteria recommended by the Contractor must be consistent with national standards.

2.2.1.4.1.2. Referrals: The Contractor must accept referrals of Eligibles for the Chronic Care Management Program from Providers, DHH and PCCM Members who self-identify to the Contractor as having one (1) or more of the selected diseases. The Contractor must then screen, analyze, and assess the referrals to determine if the Eligible meets program requirements.

2.2.2. Predictive Modeling (PM)

2.2.2.1. Before commencing work, the Contractor shall submit evidence that the Predictive Modeling to be utilized is:

2.2.2.1.1. Appropriate and optimized on specified diseases and related care issues for Medicaid populations;

2.2.2.1.2. Based on future predicted costs and not current costs;

2.2.2.1.3. Includes current actual costs and expected cost models for baseline information, program evaluation, and Provider profiling; and

2.2.2.1.4. Able to show validation testing results and actuarial soundness.

2.2.2.2. The methodology requires prior written approval by the Department.

2.2.2.3. At a minimum, based off claims information provided by the Department, the Predictive Modeling shall:

2.2.2.3.1. Identify patterns of care that are likely to lead to higher (preventable) costs. These patterns of care must be mapped to specific interventions that would be expected to improve health outcomes and control costs. This includes:

2.2.2.3.1.1. Identifying Participants receiving inadequate care for chronic conditions, including medical, mental health, and substance abuse;

2.2.2.3.1.2. Identifying Participants receiving contra-indicated medications;

2.2.2.3.1.3. Identifying Participants who use the Emergency Department with conditions that could be treated in primary care settings;

2.2.2.3.1.4. Identifying Participants who have been hospitalized with complications of medical conditions and the hospitalizations could have been avoided with proper care management; and

2.2.2.3.1.5. Identifying and prioritizing Participants whose conditions can be positively affected or better controlled by Care Management in contrast to those whose conditions cannot.

2.2.2.3.2. Perform basic “risk scoring” tasks, which include physical/clinical elements, psychosocial, mental health, and behavioral elements. The Contractor must explain how the risk weights and scoring system were determined. The risk scoring methodology must be validated and proven to be actuarially sound.

2.2.2.3.3. Assess prospective health care risk and not just current risk.

2.2.2.3.4. Provide information to help estimate the potential cost impact of implementing interventions to improve care. The cost impact information could be accomplished by comparing utilization and costs for otherwise similar Participants receiving “good care” and “poor care” in historical claims data, using standardized definitions of quality of care (for example, HEDIS-like measures). The PM should allow specification of matching criteria for comparison groups (This must be a sound and proven method as such comparisons can be made for

evaluations. Poorly constructed comparison groups can be a source of erroneous information leading to poorly informed decision making).

2.2.2.4. While the Predictive Modeling may be considered proprietary, the Department must be allowed to review all programming logic and algorithms built into the model.

2.2.2.5. The Contractor shall submit a description of its Predictive Modeling, including its risk scoring, stratum, and healthcare guidelines. The Contractor shall submit specifications and a performance report on the Predictive Modeling that will be used. The report shall include:

2.2.2.5.1. A brief history of the tool's development and historical and current uses;
2.2.2.5.2. Medicaid data elements to be used for predictors and dependent measure(s);
2.2.2.5.3. Assessments of data reliability and validity;
2.2.2.5.4. A description of the rules and strategy to achieve projected clinical outcomes and how clinical outcomes shall be measured; and
2.2.2.5.5. A description of how the model has been optimized on these type interventions and the constraints on intervention to the Medicaid program and population.

2.2.3. Enrollment

2.2.3.1. The Contractor shall provide a description of the enrollment process, criteria, and risk scoring methodology by which its predictive methodology and other procedures, such as the initial Health Screening / Holistic Assessment are used to determine High Intensity or Low Intensity Care Management for each Participant. The Department must approve the methods of risk scoring for intensity determination.

2.2.3.2. Since this is an Opt-out program, the Contractor shall provide the methods for the following:

2.2.3.2.1. Process to actively engage Enrollees;
2.2.3.2.2. Procedures for those who Opt-out; and
2.2.3.2.3. Procedures to maintain the Department’s designated percentage after Enrollees Opt-out, or no longer meet the criteria.

2.2.3.3. For an individual to be recognized by the Department as Actively Engaged in the CCMP, the following requirements must be met:

2.2.3.3.1. Documented initial face-to-face or phone conversation with the Participant, primary caregiver, or legal guardian of a minor, discussing the CCMP;

2.2.3.3.2. Documented written confirmation of acceptance into the program;

2.2.3.3.3. A completed initial Health Screening / Holistic Assessment within thirty (30) days of identification as an Enrollee; and

2.2.3.3.4. Existing Participants must receive telephonic contact a minimum of once a month, and reassessment once every six (6) months.

2.2.4. Levels of Member Participation

2.2.4.1. The Contractor's Predictive Modeling shall place each Participant in either the first tier (Tier-1) or second tier (Tier-2) of care management. The Contractor shall stratify CCMP Participants into these two categories: Tier-1 – High Intensity; and Tier-2 – Low Intensity. This Stratification shall be approved in writing by the Department prior to implementation. Any changes to the Stratification shall be submitted to the Department prior to implementation for written approval within ten (10) business days upon receipt.

2.2.4.1.1. Tier-1, also known as "High Intensity", includes Participants who:

2.2.4.1.1.1. Have the highest predicted cost and at highest medical risk;

2.2.4.1.1.2. Require face-to-face initial Health Screening / Holistic Assessment by a RN Care Manager with reassessments every six (6) months and post-hospitalization;

2.2.4.1.1.3. Receive telephonic contact from the RN Care Manager at a minimum of once per month; and

2.2.4.1.1.4. Receive a face-to-face visit by a member of the Care Management Team on a monthly basis.

2.2.4.1.2. Tier-2, also known as "Low Intensity", includes Participants who:

2.2.4.1.2.1. Are at a lower predicted cost and health risk than Tier-1 Participants;

2.2.4.1.2.2. Do not require face-to-face care management except for unusual circumstances, which are determined by the RN Care Manager or care team. A face-to-face Assessment and/or visit shall be conducted in the following situations:

a) The individual/Participant or caregiver is unable to complete the assessment tool by phone with the care manager; post hospitalization and/or at the clinical discretion of the RN Care Manager.

2.2.4.1.2.3. Receive personalized telephonic care management contact at a minimum once per month, as well as mailings and other methods of communication on a monthly and quarterly basis;

2.2.4.1.2.4. Reassessment by RN Care Manager every six (6) months and post hospitalization.

2.2.4.2. The Contractor shall provide an outline and description of its care management for the Tier-1 highest at-risk Enrollees, including the standard mix and frequency of telephonic, mailing, and face-to-face interaction with the Participant.

2.2.4.3. The Contractor shall provide an outline and description of its care management for the Tier-2 lowest at-risk Enrollees, including the standard mix and frequency of telephonic, mailing, and face-to-face interaction with the Participant.

2.2.4.4. The Contractor shall describe how it will transition Participants from Tier-1 to Tier-2 without interruption of services when the individual risk score is no longer within the predetermined category of risk. The Contractor shall also address the transition of Participants out of the CCMP when the Participant has Opted-out of the program or graduated to self management.

2.2.5. Assessments

2.2.5.1. An Initial Health Screening/ Holistic Assessment shall be performed on all new Enrollees. Reassessments shall be completed every six (6) months and post hospitalization. These assessments are designed to obtain information which the Contractor is unable to gather and extract from claims data. The assessment must include, but not be limited to, clinical and behavioral aspects and support systems available for the Enrollee. Assessments should include a focus on stabilizing and managing any existing behavioral health conditions (diagnosed or undiagnosed). The CCMP should help the Enrollee identify and address behavioral health disorders (such as depression or anxiety) and psycho-social barriers that prevent treatment adherence and positive lifestyle changes. The assessment is conducted with the CCMP Enrollee, primary caregiver, or guardian, and the PCP. The assessment tool utilized must be created by the Contractor with prior written approval by the Department. This assessment must be completed once contact has been made and the Enrollee has agreed, in writing, to participate in the CCMP. These initial assessments must be completed within thirty (30) days of Effective Enrollment Date.

2.2.6. Care Plan and Interventions

2.2.6.1. Care Plan Criteria

The Contractor must provide:

2.2.6.1.1. Care plans developed by utilizing the initial Health Screening / Holistic Assessment and risk Stratifications (Tier-1 & Tier-2). Care plans must be developed using a team approach, shall be outcome driven, and shall identify problems, goals, and interventions specific to the Participant. The plan of care shall also be interactive, web-based, and accessible by the Department, Medicaid Providers servicing the Participant, the Participant, and designated care givers. The care plans shall have the capacity to accommodate Participants with multiple diseases and co-morbidities. The individualized care plan shall identify the Participant, Participant's care giver, Participant's PCP, specialists and other ancillary Providers involved in the Participant's care.

2.2.6.1.2. Criteria and procedures developed using Contractor- supplied clinical and software tools to determine which Participants can be managed telephonically, with use of the mail or the Internet e-mail, or ones requiring more intensive face-to-face chronic care management. The Contractor shall determine a Participant's level of risk and on which level further intervention is based. The Contractor shall provide Real-time Electronic Health Surveillance and should utilize or interface with advanced Health Information Technology including but not limited to Electronic Health Records.

2.2.6.1.3. Criteria and procedures to assign Participants to Chronic Care Management Program registered nurses who will initiate appropriate interactions based on level of disease severity and to identify medical, medically-related and psychosocial needs, preventive care, education and counseling, family and community support issues, functional needs and identify any other needs that may impact the Participant's health status. RN Care Managers must be able to demonstrate clinical expertise in addressing medication issues and provide a documented workflow. The RN Care Manger must compliment and reinforce the PCP plan of care in the development of the Holistic plan of care.

2.2.6.1.4. Criteria and procedures for Participant follow-up and assessment of compliance with adherence to the PCP's Holistic plan of care.

2.2.6.1.5. Criteria and procedures to identify gaps between the recommended prevention and treatment, and actual care received.

2.2.6.1.6. Criteria and procedures for identifying Participant non-compliance with care plans, notifying the Participant's Provider(s) of such non-compliance, and providing recommendations for follow-up.

2.2.6.1.7. Criteria and procedures to document chronic care management services, Participant progress notes, PCP/specialists communications, progress and improvement in health status in a comprehensive, electronic Participant record.

2.2.6.2. Coordination of Care

2.2.6.2.1. Care Management Operations shall perform the following functions:

2.2.6.2.1.1. Limit redundancy in medical procedures;
2.2.6.2.1.2. Direct individuals to appropriate medical care and community resources;
2.2.6.2.1.3. Manage transition between various settings (e.g., institutional to community-based healthcare; hospital to home-base services); and
2.2.6.2.1.4. Coordinate with other initiatives or efforts, including but not limited to the Bureau of Primary Care and Rural Health, Operation Redirect-Targeted Outreach Approach Grant, Administrative Service Organization for Behavioral Health, and Pharmacy Management Programs (including medication therapy management and pharmacy behavioral management programs).

2.2.7. Outreach and Education

2.2.7.1. Process

2.2.7.1.1. The Contractor must develop a process to outreach and educate Participants who are appropriate candidates for the CCMP. As part of this process, the Contractor must:

2.2.7.1.1.1. Conduct outreach and education to identified Participants who would benefit from the CCMP. The Contractor must develop and submit to the Department for prior written approval all outreach methods and documents, such as initial participation letters and educational materials.

2.2.7.1.1.2. The Contractor must base Participant outreach method activities on risk Stratification. The methods must include:

a) Culturally sensitive and reading level (6th grade) appropriate literature to all CCMP Participants which include disease specific information. Literature should be distributed within five (5) days after participation has been established. All literature must have prior written approval from the Department.

b) Initial face-to-face/ telephonic interventions and six (6) month follow ups must be conducted by RN Care Managers. Other staff such as community based nurses, social workers, and lay health workers, may conduct home visits as deemed appropriate by the RN Care Manager.

c) Visits to PCP offices and clinics by the RN Care Manager.

d) Care management during hospital admissions and discharge planning of Participants.

2.2.7.2. Toll-Free Call Center

2.2.7.2.1. The Contractor shall provide and maintain a Call Center allowing toll-free calls from Providers and program Participants in the CCMP. This is to provide health related support, as described under this RFP. The Call Center shall be available seven (7) days per week, twenty-four (24) hours a day. The Contractor shall also have a process for handling emergency situations and calls received after provider hours of operation.

2.2.7.3. Communication and Language Needs

2.2.7.3.1. The Contractor shall ensure that communication and language needs are addressed. This applies to all non-English speaking Eligibles, Enrollees and Participants and is not limited to prevalent languages. The Contractor will also maintain a TDD/TTY toll-free number for the hearing impaired as well as language interpretation services, which are accessible without disconnection of the initial call. The Call Center shall provide professional, prompt, and courteous customer service at all times.

2.2.7.4. The Call Center must:

2.2.7.4.1. Be located in the USA.

2.2.7.4.2. Interface with the Louisiana Medicaid Nurse Help-line in order to share pertinent information and to ensure that any Participant can be identified, assisted appropriately and data shared with PCP;

2.2.7.4.3. Be staffed by multidisciplinary healthcare professionals who are fully trained, have the appropriate licensure/certification for their profession, and are knowledgeable about Louisiana Medicaid standards and protocols. Call Center staff must have access to psychosocial and clinical professionals to assist with appropriate calls and inquiries. Staff should be knowledgeable of State, Federal, and local resources to assist a Participant;

2.2.7.4.4. Have the capacity to handle all telephone calls 24 hours a day/ 7 days a week, and have the upgrade ability to handle any additional call volume. Any additional staff or equipment needs, or expense, shall be the responsibility of the Contractor. The Contractor is responsible for adequate staffing and equipment for all hours, including high peak times;

2.2.7.4.5. Effectively manage all calls received and assign incoming calls to available staff in an efficient manner;

2.2.7.4.6. Include a capability to track and report information on each call. It shall have the capability to produce an electronic record to document a synopsis of all calls. The tracking shall include sufficient information to meet the reporting requirements in **Section 2.4.7** of this RFP;

2.2.7.4.7. Be compliant with Medicaid confidentiality procedures/policies, including HIPAA requirements. Install and maintain its telephone line in a way that allows calls to be reviewed for the purpose of evaluating Contractor performance. The call monitoring by a third party shall be available to the Department program monitor;

2.2.7.4.8. Provide TDD/TTY access; and

2.2.7.4.9. Provide interpreter service.

2.2.7.5. Call Center Performance Standards

2.2.7.5.1. The Contractor shall be responsible for meeting established performance standards and is required to provide reports as outlined in this RFP demonstrating that it has met or exceeded those standards.

2.2.7.5.2. The Call Center shall be available to respond to inquiries except for downtime for which the Contractor has received prior written approval from the Department, excluding acts of God;

2.2.7.5.3. The Contractor shall provide sufficient staff, facilities, and technology. Calls should be answered within thirty (30) seconds with no longer than three (3) minutes on hold;

2.2.7.5.4. If an automated voice response system is used as an initial response to inquiries, an option must exist that allows the caller to promptly speak directly with an operator.

2.3. DELIVERABLES (CCMP PROVIDER)

2.3.1. Provider Outreach and Education

2.3.1.1. The Contractor must routinely, on a semi-annually basis, educate Medicaid Providers on the implementation of the CCMP and clinical performance measures utilized to evaluate effectiveness of care and clinical outcomes.

2.3.1.2. The Contractor must conduct Medicaid Provider outreach to gain Provider input on program design and implementation on a quarterly basis.

2.3.1.3. The Contractor must submit the Provider outreach work plan and Provider outreach materials to the Department for approval.

2.3.1.4. At a minimum, Provider outreach must include:

2.3.1.4.1. Education materials on the CCMP provided at Contractor's cost.

2.3.1.4.2. CCMP Contact Lists. The Contractor must provide to Providers contact lists with names and phone numbers for the CCMP Manager, CCMP nurses, Provider Relations staff and other staff who the Contractor may involve in the CCMP. The Contractor must update and distribute the updated contact lists when changes to staffing or phone numbers occur.

2.3.1.4.3. Preferred Drug List. The Contractor shall educate PCPs on the Department's Preferred Drug List.

2.3.1.4.4. The Contractor shall conduct Provider outreach and education on evidence-based clinical practice guidelines, new technologies, and best practices in treating chronic disease prevalent in the population who are covered under the CCMP.

2.3.1.4.5. Materials for accessing and utilizing the State's Web-based applications including but not limited to, Provider profiles, utilization reports, and Electronic Clinical Data Inquires (e-CDI).

2.3.1.4.6. Education on best practice models such as the Chronic Care Model by the MacColl Institute ® ACP-ASIM Journals and Books.

2.3.1.5. The Contractor shall offer Continuing Medical Education (CME) physician training to Providers on chronic care management through multiple strategies, which may include in-office grand rounds, seminars, Web-based education and learning collaborative at the Contractor's cost.

2.3.1.6. A Provider Recognition Model shall be made available by the Contractor, offering non-financial Provider incentives and supporting the Department's future financial recognition programs.

2.3.2. Collaboration and Coordination with Providers

2.3.2.1. Offering Providers financial incentives to participate in the coordination of CCMP services may be utilized at the Cotnractor's expense.

2.3.2.2. Collaboration and coordination mechanisms and processes must involve:

2.3.2.2.1. Development and maintaining a network of local resources in the service area to build awareness of available resources, encourage Provider and Enrollee participation in the CCMP, facilitate and encourage Participant-Provider interactions and ensure that Participants receive care appropriate to their health needs. For example, local libraries may have computers available for public use that may enable some Participants to access chronic care management information on-line, as well as to provide information to the Contractor regarding their individualized care plans.

2.3.2.2.2. Provider feedback on an individual and aggregate basis for the following issues:

2.3.2.1.2.1. Participant compliance with self-management care plans.
2.3.2.1.2.2. Gaps between recommended and actual care provided to Participants.
2.3.2.1.2.3. Participant health status and utilization statistics.

2.3.2.2.3. Coordinating with behavioral and physical health organizations and Providers to ensure coordination of care for Participants who receive behavioral health and chronic care management services.

2.3.2.2.4. Providing chronic care management services using a team approach (e.g., health care Providers involved in the Participant's health care), as appropriate.

2.3.2.2.5. Facilitating opportunities for the involvement of the PCPs and other Providers and specialists in the development of the care plan for chronic care management Participants.

2.3.2.2.6. Implementing a process that provides an opportunity for the PCP to request assistance with chronic care management interventions and care coordination.

2.3.2.2.7. Establishing cooperative relationships with Providers, to coordinate in developing and implementing individualized CCMP Participant care plans. The Contractor must urge PCPs to encourage CCMP Participants to follow their individualized care plans.

2.3.2.2.8. Providing written or electronic notification to PCPs of individuals in their PCCM panels who are participating in the CCMP and Enrollees/Participants who have opted out or graduated from the CCMP. The notification of both enrollment and disenrollment must be distributed monthly and must include the following:

2.3.2.1.9.1. Participant name and Medicaid identification number.
2.3.2.1.9.2. Condition(s) for which the Participant is/was enrolled.
2.3.2.1.9.3. Risk stratum to which the Contractor assigned the Participant.
2.3.2.1.9.4. Preliminary care plan, if established; and
2.3.2.1.9.5. Reason for disenrollment.

2.4. DELIVERABLES (CONTRACT MANAGEMENT)

2.4.1. The Care Management Program Manager in Medicaid Reform Section shall be the Contract Monitor, over all liaison and points of contact between the Department and the Contractor.

2.4.2. The Contractor shall electronically submit all procedures, written material, etc. relating to CCMP for prior written approval by the Department. The Department maintains approval over all manuals, policies, and procedures related to the CCMP, including the design, development and implementation of the CCMP components of this RFP. The Contract Monitor/Program Manager must have timely notification of all scheduled meetings (a minimum of 72 hours notice).

2.4.3. To perform the functions of the contract adequately, interaction between the MMIS systems and Contractor is necessary. The Contract Monitor will

coordinate the interface. The Contractor will provide computer and networking equipment required to input and access data as specified by the Fiscal Intermediary and approved by the Department.

2.4.4. Staffing Requirements

2.4.4.1. The Contractor shall maintain normal business hours (8 A.M. to 5:00 P.M. Central Time) Monday through Friday, with the exception of recognized Louisiana state holidays. The Contractor must maintain extended work hours to meet the needs of Enrollees and Participants. To fulfill these requirements, the Contractor shall provide the Department with a Business Continuity/ Disaster Recovery Plan which details the procedures to continue patient care during an interruption of normal business

2.4.4.2. The Contractor shall not have an employment, consulting, or any other agreement with a person or entity that has been debarred or suspended by any federal agency for the provision of items or services that are significant and material to the entity's contractual obligation with the Department.

2.4.4.3. The Contractor must meet or exceed URAC and/or NCQA Accreditation Core Standards and Disease Management Standards for staffing, staffing requirements, and oversight. URAC and/or NCQA Accreditation Core Standards and Disease Management Standards will be available in the Procurement Library.

2.4.4.4. The Contractor will be required to provide malpractice insurance for all medical professionals including, but not limited to, physicians, pharmacists, and nurses. In addition, the Department will not be liable for any damages resulting from malpractice claims against the Contractor.

2.4.4.5. The number of Participants that a Care Manager can be directly responsible for shall be limited within each tier. The table below gives the ratio between Care Manager and Participant. The Contractor may implement a lower ratio of Care Manager to Participant, but a higher ratio cannot be implemented without prior written authorization from the Department.

2.4.4.6. Table A: Care Manager to Participant Ratio Per Tier

Intensity	CM to Participant Ratio Limit
Tier-1	1:150
Tier-2	1:250

2.4.4.7. The Contractor's staffing plan shall include the materials and methods used (ongoing) for training staff, including the handling of calls in a local

Louisiana office and the Call Center. The Contractor shall provide electronic copies of all training materials and a description of methods used for training staff for approval and on an annual basis thereafter.

2.4.4.8. The Contractor shall identify in writing the name and contact information for all personnel at the implementation of the program. All Key Management Personnel require prior written approval from the Department.

2.4.4.9. The Department reserves the right to require the Contractor to select another applicant for Key Management Personnel positions. The Contractor shall notify the Department of any changes in these key management positions during the term of the contract in writing within ten (10) Business Days of a change for approval.

2.4.4.10. The Department reserves the right to approve or reject all hires to program management level positions. Failure to maintain the approved staffing level to meet Contract requirements may result in a reduction in the Department's administrative payments to the Contractor as indicated in the Liquidated Damages section of this RFP (**Section 2.4.12**). Reductions in staffing levels may only be made with the prior written approval of the Department and may result in a loss of revenue for the Contractor. The Contractor shall not maintain positions deemed nonessential for the purpose of maintaining the current reimbursement level. The Contractor's failure to comply with staffing requirements as described in this RFP shall result in the application of immediate sanctions.

2.4.4.11. Complaints received by the Contractor regarding any conflict of interest or inappropriate conduct of the Contractor's staff must be followed by a written report of the incident to the Department within forty-eight (48) hours of the reported complaint.

2.4.5. Key Management Personnel:

- Program Administrator
- Medical Director
- CCMP Manager
- Quality Assurance Officer (QAO)

2.4.5.1. Responsibilities and Qualifications

2.4.5.1.1. The specific responsibilities and minimum qualifications of key personnel are described below. Where it is appropriate to establish such requirements, the required minimum staffing levels,

responsibilities, and qualifications of personnel are described in each section.

2.4.5.1.2. All Key Management Personnel must be housed and located within the state of Louisiana, city of Baton Rouge, within ten (10) miles of the DHH State Office Building located at 628 N. 4 St. Baton Rouge, LA 70802.

2.4.5.2. Program Administrator Responsibilities

2.4.5.2.1. Shall be 100% assigned to the contract with overall responsibility for the administration of the contract.

2.4.5.2.2. Shall serve as the liaison to the Department by communicating with the Department's Program Manager/Contract Monitor.

2.4.5.2.3. Shall be responsible for the coordination and operation of all aspects of the contract.

2.4.5.2.4. Shall be responsible for the management of the daily operations of the CCMP in an orderly and efficient manner, including such functions as enrollment, information, services, calls, administration, data processing, and data reporting.

2.4.5.2.5. Shall be available to respond immediately to requests from the Department's Program Manager/ Contract Monitor and DHH Administration.

2.4.5.2.6. Shall be located in Baton Rouge with staff sufficiently out stationed to carry out functions of outreach and interventions.

2.4.5.3. Program Administrator Qualifications

2.4.5.3.1. Shall have a Bachelor's degree from a four-year accredited college or university.

2.4.5.3.2. Should have a minimum of five (5) years of full-time experience in general management; at least three (3) of those five (5) years of experience must have been in a management position of a Medicare, State-level Medicaid Program or managed a commercial Insurance Plan.

2.4.5.3.3. Should have a minimum of three (3) years of chronic care management/disease management.

2.4.5.3.4. Shall not be prohibited from participating in any federally or state funded healthcare programs.

2.4.5.4. Medical Director Responsibilities

2.4.5.4.1. Maintain and assure compliance with medical policy.

2.4.5.4.2. Administer medical review functions.

2.4.5.4.3. Provide recommendations concerning suggested modifications to medical policy for enhanced efficiency and effectiveness.

2.4.5.4.4. Participate on committees as directed by the Department.

2.4.5.4.5. Assists in the implementation, administration and improvement of the Department's goals for health care reform.

2.4.5.4.6. Oversee the Quality Assurance Officer to ensure the proper provision of CCMP services to Participants.

2.4.5.4.7. Responsible for oversight of Quality Improvement program, care management program including chronic care management, and quality measurement reporting.

2.4.5.4.8. Focus on clinical issues and work closely with the Medicaid Medical Director to help carry out programs that include chronic care management, medical case management, pharmacy and other issues as directed by the Department.

2.4.5.5. Medical Director Qualifications

2.4.5.5.1. Shall be a Licensed to practice in Louisiana as a medical doctor.

2.4.5.5.2. Should be Board-certified in his/her medical specialty.

2.4.5.5.3. Should have a minimum of two (2) years full-time experience practicing medicine and a minimum three (3) years experience in one or a combination of the following:

2.4.5.5.3.1. Full-time experience as an administrator in, a Medicare or state-level Medicaid program, Health Maintenance Organization (HMO), Preferred Provider Organization (PPO), large Health Care Organization, health plan, or any combination thereof, or

2.4.5.5.3.2. Full-time medical facility administration or medical facility management experience.

2.4.5.5.4. Shall be clear of any sanctions by the State of Louisiana or Office of the Inspector General. The Department reserves the right to determine whether the applicant is suitable to hold this position.

2.4.5.5.5. Shall not be prohibited from participating in any Federally or State funded healthcare programs.

2.4.5.6. CCMP Manager Responsibilities

2.4.5.6.1. Overall management of the Care Management Team.

2.4.5.6.2. Assure RN Care Managers appropriately assess, educate and assist Participants.

2.4.5.6.3. Day to day management of Care Management Team staff.

2.4.5.6.4. Perform task and project analysis.

2.4.5.6.5. Interact with members of management to ensure program compliance and responsiveness to trends identified.

2.4.5.7. CCMP Manager Qualifications

2.4.5.7.1. Shall be a Licensed Registered Nurse in the State of Louisiana.
2.4.5.7.2. Should be a Bachelor's degree from a four-year accredited college or university.
2.4.5.7.3. Should have a minimum of two (2) years chronic care management/ disease management experience.
2.4.5.7.4. Chronic Disease Management Certification (CDMC) preferred or must be attained within eighteen (18) months. A Department approved related certification, such as chronic care, care manager, etc., can be used in lieu of CDMC.
2.4.5.7.5. Should have prior management and teaching experience of clinical health care professionals.
2.4.5.7.6. Shall not be prohibited from participating in any federally or state funded healthcare programs.

2.4.5.8. Quality Assurance Officer (QAO) Responsibilities

2.4.5.8.1. Manage the Quality Assurance and quality compliance staff;
2.4.5.8.2. Maintain, report, and monitor all Quality Assurance and quality compliance activities via an electronic database;
2.4.5.8.3. Maintain and monitor all Quality Assurance and quality compliance development, maintenance, and Quality Assurance activities with all web-based software, operating systems, production control, and associated hardware and connections to mitigate risk and ensure continuity;
2.4.5.8.4. Assure all requirements within the contract with the Department are met;
2.4.5.8.5. Coordinate requirements of the Contract and to oversee routine QI meetings of the Contractor's staff, and to participate in quarterly QI collaborative meetings at the Department's offices; and
2.4.5.8.6. Oversee URAC or NCQA Accreditation.

2.4.5.9. Quality Assurance Officer (QAO) Qualifications

2.4.5.9.1. Shall be a Licensed Registered Nurse in State of Louisiana.
2.4.5.9.2. Should have a Bachelor's degree from a four-year accredited college or university.
2.4.5.9.3. Should have a minimum of two (2) years full time experience managing a Medicare, State-level Medicaid program, or medical compliance program.

2.4.5.9.4. Should have a minimum of three (3) years Quality Assurance and performance monitoring.

2.4.5.9.5. Shall not be prohibited from participating in any federally or state funded healthcare programs.

2.4.6. Key Care Management Team Staff

- RN Care Manager
- Licensed Clinical Social Worker
- Pharmacist
- Lay Health Workers

2.4.6.1. Care Management Team

2.4.6.1.1. The team must include, but not be limited to, care managers, social workers, pharmacists, and lay health workers. The team must consist of at least one certified Asthma educator and one certified Diabetes educator. One team member may hold both certifications.

2.4.6.2. RN Care Manager Responsibilities

2.4.6.2.1. Coordinate Care Management Teams.

2.4.6.2.2. Compliment and reinforce the physician's plan of care by collaborating with the member to effectively interact with the physician in the development of the Holistic plan of care.

2.4.6.2.3. Monitor plans of care promoting adherence to medical treatment and guidelines.

2.4.6.2.4. Conduct initial Health Screening / Holistic Assessment with the Participant, caregiver, or legal guardian.

2.4.6.2.5. Maintains a caseload of high intensity and low intensity Participants in accordance with policy, performing both face-to-face and telephonic interventions.

2.4.6.2.6. Educate Participants on identified health needs and self-management activities through group and/or private meetings.

2.4.6.2.7. Coordinate care required to reduce Participant self care management barriers to include assisting Participant with program Real-time Electronic Health Surveillance such as home monitoring devices.

2.4.6.2.8. Support the patient-centered Medical Home by extending services into the high volume PCP offices.

2.4.6.2.9. Provide each Participant's PCP, if the Participant has one, with at least one contact summary per quarter, which includes information on the Participant's health status, health literacy, medical adherence assessment data, activity and status in the CCMP, and any social service or other referrals.

2.4.6.2.10. Assist Participants in making contact with Providers and community agencies when appropriate, including mental health and substance abuse Providers as required. This must include follow-up with Participants and Providers/agencies as necessary to ensure services are accessed.

2.4.6.2.11. Develop and implement interventions for achievement of care plan objectives. The Contractor must use its Predictive Modeling system to assist in designing interventions and determining the appropriate intensity of intervention based on the risk assessment for each Participant.

2.4.6.2.12. Notify the Department electronically, within the monthly progress report, of the Participants who continue to show patterns of inappropriate utilization.

2.4.6.2.13. Maintain accurate and timely records on all assigned cases.

2.4.6.2.14. Participate in care management during hospital admissions and discharge planning of Participants.

2.4.6.3. RN Care Manager Qualifications:

2.4.6.3.1. Shall be a Licensed Registered Nurse in the State of Louisiana.

2.4.6.3.2. Chronic Disease Management Certification (CDMC) preferred or must be attained within eighteen (18) months. A Department approved related nursing specialty certification can be used in lieu of CDMC.

2.4.6.3.3. Should have a minimum of three (3) years clinical experience preferably managing patients with the chronic conditions of Asthma, Diabetes, and Congestive Heart Failure (CHF).

2.4.6.3.4. Shall not be prohibited from participating in any federal or state funded healthcare programs.

2.4.6.4. Social Worker Responsibilities

2.4.6.4.1. Collaborate with RN Care Manager and other team members;

2.4.6.4.2. Coordinate all resources, including mental health treatment, that are needed by the Participant;

2.4.6.4.3. Assist the Participant in obtaining and maintaining culturally appropriate basis living needs and skills including but not limited to housing, food, medical care, recreation, education and employment;

2.4.6.4.4. Oversee the continuity of care for each Participant;

2.4.6.4.5. Monitor the continued appropriateness of resource coordination for each Participant;

2.4.6.4.6. Provide home visits to Participants as necessary;

2.4.6.4.7. Participate in discharge planning for Participants who are hospitalized;

2.4.6.4.8. Involvement with Participant's family, whenever possible, to develop environmental supports; and

2.4.6.4.9. Maintain accurate and timely records on all assigned cases.

2.4.6.5. Social Worker Qualifications

2.4.6.5.1. Shall be a Louisiana Licensed Clinical Social Worker.
2.4.6.5.2. Should have experience coordinating community services for Participants.
2.4.6.5.3. Should have prior experience working with Medicaid population.
2.4.6.5.4. Shall not be prohibited from participating in any federal or state funded healthcare programs.

2.4.6.6. Pharmacist Responsibilities

2.4.6.6.1. Collaborate with RN Care Manager and other team members.
2.4.6.6.2. Participation in the development, implementation, and daily operation of pharmaceutical care management.
2.4.6.6.3. Maintain ongoing counseling and contact with assigned Participants and their healthcare Providers to assist in management of certain disease states.

2.4.6.7. Pharmacist Qualifications

2.4.6.7.1. Shall be licensed to practice in Louisiana as a pharmacist.
2.4.6.7.2. Should have Chronic care / disease management experience.
2.4.6.7.3. Shall not be prohibited from participating in any federally or state funded healthcare programs.

2.4.6.8. Lay Health Worker Responsibilities

2.4.6.8.1. Collaborate with RN Care Manager and other team members;
2.4.6.8.2. Deliver primary care and preventive services within a limited scope of practice in which they have been specially trained by the CCMP Manager or other licensed health care professional;
2.4.6.8.3. Promote health among Participants/groups which have been identified by the RN Care Manager; and
2.4.6.8.4. Perform health promotion services, education and service delivery within a limited scope.

2.4.6.9. Lay Health Worker Qualifications

2.4.6.9.1. Should be actively involved in their community and healthcare setting;
2.4.6.9.2. Should reside in the community in which they work;
2.4.6.9.3. Must be trained to deliver lay counseling and health education as deemed safe and appropriate by the CCMP Manager; and

2.4.6.9.4. Shall not be prohibited from participating in any federally or state funded healthcare programs.

2.4.6.10. Call Center Staff

2.4.6.10.1. Call Center staff shall include licensed Registered Nurses, whose primary duties are to maintain a toll-free Call Center and "help desk" services to be responsible for assisting Participants in answering their health related questions; oversee appointment scheduling for Participants to obtain needed services.

2.4.6.11. Complaints Regarding the Contractor's Staff

2.4.6.11.1. Complaints received by the Contractor against the CCMP or the Contractor's staff must be followed by a written report of the incident to the Department within forty-eight (48) hours of the reported complaint.

2.4.6.12. Contractor Staff National Background Check

2.4.6.12.1. All temporary, permanent, subcontracted, part-time and full-time Contractor staff working on Louisiana Medicaid contracts must have a national criminal background check prior to starting work on the contract. The results shall include all felony convictions and shall be submitted to the Department for review prior to the start of work on the contract.

2.4.6.12.1.1. Any employee with a background unacceptable to the Department must be prohibited from working on Louisiana Medicaid contracts or immediately removed from the project by the Contractor. Examples of felony convictions that are unacceptable include but are not limited to those convictions that represent a potential risk to the security of data systems and/or Protected Health Information (PHI), potential for healthcare fraud, or pose a risk to the safety of Department employees.

2.4.6.12.1.2. The national criminal background checks must also be performed every two years for all temporary, permanent, subcontracted, part-time and full-time Contractor staff working on Louisiana Medicaid contracts beginning with the 25th month following contract award. The Contractor will be responsible for all costs to conduct the criminal background checks.

2.4.6.12.1.3. The Contractor shall provide the results of the background checks to the Department in a report upon completion of each

background check. The format of the report shall be approved by the Department and shall include all copies of background checks as an appendix to the report.

2.4.6.12.1.4. The Contractor must ensure that all entities or individuals, whether defined as "Key Personnel" or not, performing services under contract with Louisiana Medicaid are not "Ineligible Persons" to participate in the Federal health care programs or in Federal procurement or non-procurement programs or have been convicted of a criminal offense that falls within the ambit of 42 U.S.C. 1320a-7(a), but have not yet been excluded, debarred, suspended, or otherwise declared ineligible. Exclusion lists include the Department of Health and Human Services/ Office of Inspector General List of Excluded Individuals/Entities (available via the internet at http://www.oig.hhs.gov) and the General Services Administration's List of Parties Excluded from Federal Programs (available via the Internet at http://www.epls.gov).

2.4.6.12.2. All temporary, permanent, subcontract, part-time and full-time Contractor staff working on Louisiana Medicaid contracts must complete an annual statement that includes an acknowledgement of confidentiality requirements and a declaration as to whether the individual has been convicted of a felony crime or has been determined an "Ineligible Person" to participate in Federal Health care programs or in Federal procurement or non-procurement programs. If the individual has been convicted of a felony crime or identified as an "Ineligible Person", the Contractor must notify DHH in writing on the same date the notice of a conviction or ineligibility is received.

2.4.6.12.2.1. The Contractor shall keep the individual statements on file and submit a comprehensive list of all current staff in an annual statement to the Department, indicating if the staff stated they were free of convictions or ineligibility referenced above.

2.4.6.12.3. If the Contractor has actual notice that any temporary, permanent, subcontract, part-time, or full-time Contractor staff has become an "Ineligible Person" the Contractor shall remove said personnel immediately from any work related to this procurement and notify the Department within five (5) working days. For felony convictions, the Department will determine if the individual should be removed from the contract project.

2.4.7. Reporting

2.4.7.1. Reports to be generated by the Contractor shall meet all State and Federal reporting requirements. The needs of the Department, and other appropriate agencies for planning, monitoring and evaluation shall be taken into account in developing report formats and compiling data. Information regarding reporting requirements will be located in the Procurement Library.

2.4.7.2. The Contractor may also be asked to produce additional ad-hoc reports in cooperation with other Federal and/or State agencies upon request of the Department. The Department shall incur no expense in the generation of such reports. Additionally, the Contractor shall make revisions in the data elements or format of the reports required in this RFP and resulting contract upon request of the Department and without additional charge to the Department. The Department shall provide written notice of such requested revisions or format changes in a notice of required report revisions. The Contractor shall maintain a data gathering and storage system sufficient to meet the requirements of the contract.

2.4.7.3. Reports shall be transferred electronically to the Department. Reports that contain Protected Health Information (PHI) shall be transferred via a secure web service. The Contractor shall not publish any reports or data on the CCMP without prior written approval from the Department.

2.4.7.4. Implementation Status Report

2.4.7.4.1. This report shall be produced electronically bi-weekly, in a format approved by the Department, for a period of six (6) months. It should be sent to the Department by Close of Business (COB) on the 1st and 3rd Monday of each month, or the next business day if Monday is a holiday. The report shall include, at a minimum:

2.4.7.4.1.1. An assessment of progress made, including the status of major activities and tasks in relation to the Contractor's work plan, including specific tasks completed for each part of the project;

2.4.7.4.1.2. Target dates for completion of remaining or upcoming tasks/activities;

2.4.7.4.1.3. Any potential delays or problems anticipated or encountered in reaching target dates and the reason for such delays;

2.4.7.4.1.4. Difficulties encountered in the operations of the CCMP or any components of the contract;

2.4.7.4.1.5. Recommendations for addressing the problems, and changes needed to the current plan of operation; and

2.4.7.4.1.6. Any revisions to the overall work schedule and process.

2.4.7.5. Progress Report

2.4.7.5.1. A monthly progress report shall be electronically submitted, in a format approved by the Department, to the department by COB on the 5th day of the following month. The report shall include, at a minimum:

2.4.7.5.1.1. The number of potential Eligibles;
2.4.7.5.1.2. The number of contacts made to Enrollees;
2.4.7.5.1.3. The number of individuals who agree to participate and become Actively Engaged;
2.4.7.5.1.4. Individuals who declined participation (Opt-out) and reason for decline;
2.4.7.5.1.5. The number of Enrollees who are undecided regarding participation;
2.4.7.5.1.6. The number of Enrollee contacts attempted, including dates and times, reported by recipient ID;
2.4.7.5.1.7. The number of CCMP Enrollees that the Contractor was unable to contact and why;
2.4.7.5.1.8. Participant or Provider complaints and their resolution(s);
2.4.7.5.1.9. The number of Participants in each level of risk intensity;
2.4.7.5.1.10. The Participant's PCP name and Provider ID;
2.4.7.5.1.11. The Medicaid ID of each CCMP Participant;
2.4.7.5.1.12. The initial enrollment date for each Participant;
2.4.7.5.1.13. The full name of each Participant;
2.4.7.5.1.14. The Participant's date of birth;
2.4.7.5.1.15. The Participants demographic information (race, age, and gender);
2.4.7.5.1.16. The Participant's geographic location;
2.4.7.5.1.17. The date initial assessments completed;
2.4.7.5.1.18. The date of assessments completed post-hospitalization;
2.4.7.5.1.19. Participant's primary and secondary conditions;
2.4.7.5.1.20. The Participant's level of risk intensity;
2.4.7.5.1.21. Any referrals made, the reason why, and the outcome of the referral;
2.4.7.5.1.22. Contact dates between the Contractor and the Participant;
2.4.7.5.1.23. The number of times Participants were contacted, how often they were contacted, method, and the outcome of the contact;
2.4.7.5.1.24. Any contacts made on behalf of the Participant to Providers, physicians, and the reason why;
2.4.7.5.1.25. The length of time Participants have been enrolled;
2.4.7.5.1.26. The number of Participants who were disenrolled from the program, and an explanation as to why the Participants were disenrolled;

2.4.7.5.1.27. Monthly case load of individual care managers, and the results of those activities; including but not limited to patterns of inappropriate utilization or misuse of Medicaid services; and

2.4.7.5.1.28. Staff levels, vacant positions, status for filling vacant positions and any other changes in key staff.

2.4.7.6. Call Center Report

2.4.7.6.1. Call Center reporting shall be electronically provided in a format approved by the Department monthly due to the Department by COB on the 5th of the following month and ,at a minimum, shall include the following:

2.4.7.6.1.1. Total hours of daily Call Center access provided, hours of downtime, and an explanation of why downtime occurred;

2.4.7.6.1.2. The number of outbound calls attempted and completed;

2.4.7.6.1.3. Overall call volume, including the number of calls made to the Call Center and calls answered, separated by type of call, including nature of inquiry and source of call (must provide a separate report for Provider and Participant calls);

2.4.7.6.1.4. Abandonment rate;

2.4.7.6.1.5. Average time to answer incoming call;

2.4.7.6.1.6. Comprehensive report on the nature of calls received, with counts of the twenty (20) most frequent types of calls handled during the month; and

2.4.7.6.1.7. Outcomes of call center Quality Improvement measures.

2.4.7.7. Satisfaction Surveys

2.4.7.7.1. The Contractor shall contract with an independent third party to conduct, at a minimum, an annual Participant satisfaction survey and a Provider satisfaction survey. The survey questions and methodology shall be approved by the Department prior to conducting the survey. The Contractor shall submit a schedule with the proposal that outlines the timeframe the satisfaction surveys shall be administered. All costs incurred are the responsibility of the Contractor. Additionally, the Contractor may consider using a telephonic satisfaction survey following incoming Participant calls to the Call Center.

2.4.7.8. Annual Summary Report

2.4.7.8.1. The annual report is due to the Department ninety (90) days post-twelve (12) month implementation and annually thereafter. This shall be submitted electronically and hardcopy in a format defined and

approved by the Department. The report shall include, but not be limited to, the following activities:

2.4.7.8.1.1. Enrollee, Participant and Provider outreach;
2.4.7.8.1.2. Call Center;
2.4.7.8.1.3. Participant Involvement ;
2.4.7.8.1.4. Care Management;
2.4.7.8.1.5. Clinical Outcomes;
2.4.7.8.1.6. Quality Performance Measures;
2.4.7.8.1.7. Coordination of care with other initiatives or efforts, including but not limited to the Bureau of Primary Care, Operation Redirect-ER Diversion Grant, Administrative Service Organization for Behavioral Health, and Pharmacy Management Programs (including medication therapy management and pharmacy behavioral management programs);
2.4.7.8.1.8. Perform an annual benefits gap analysis by comparing disease specific national standards of care to the Medicaid benefits to identify and report benefit gaps that may create barriers to care. This analysis shall include the number of potential Participants that would receive and benefit from these services;
2.4.7.8.1.9. Health Care Expenditure Savings;
2.4.7.8.1.10. Discussion of lessons learned from outreach activities and how future activities may be modified to incorporate lessons learned; and
2.4.7.8.1.11. SF12 Survey results (utilizing the most current survey).

2.4.7.8.2. The Department shall approve draft reporting format and contents. The Contractor shall modify the report to the agreed upon specifications at no cost to the Department.

2.4.7.8.3. With the submission of the Contractor's annual report, the Contractor shall provide a presentation in person to the Department.

2.4.8. Meetings

2.4.8.1. Meetings will be scheduled by the Department with the Contractor. The Contractor may also request meetings. All meetings shall be held in person, telephonically, or by other means mutually agreed upon by participating parties. The Contractor and the Department shall meet on a weekly basis during the first 6 months and monthly thereafter, and any other time as deemed necessary by the Department. The Contractor shall collaborate with the Department in the setting of the agenda for these meetings. The Contractor's Project Administrator and CCMP Manager are required to attend and participate in all of these meetings. If the

Department's Program Manager/Contract Monitor are not able to attend, another designated person shall substitute. The format, agenda, and platform (telephonic or face-to-face) location of the meetings shall be a collaborative effort of the Contractor and the Department and must be approved by the Department prior to all meetings. The Contractor will distribute an agenda the day prior to the meetings. The Contractor shall also be responsible for the meeting summary preparation and distribution within ten (10) working days and obtaining approval of the minutes from the Department.

2.4.8.2. The Contractor must have quarterly meetings with participating PCPs which may be via video, web, or audio conferencing. Attendance by the Contractor's Key Management Personnel is required. Contractor shall be responsible for the meeting summary preparation, distribution, and obtaining approval of the minutes from the Department.

2.4.9. Quality and Appropriateness of Care

2.4.9.1. The Contractor shall electronically submit, with the Department's prior written approval, a description of a Quality Improvement (QI) program to include policies and procedures outlining the objectives, scope, activities for ongoing monitoring, evaluation and improvement of the quality, and appropriateness of Chronic Care Management services.

2.4.9.2. The Contractor shall measure quality indicators for specified diseases and utilization of medical services, using HEDIS performance measures, but may use HEDIS-like measures if prior written approval is granted by the Department.

2.4.9.3. The Contractor shall assess all Medicaid HEDIS performance measures as a part of the QI program. When compared to the health status baseline, the Contractor should show improved outcomes in the following measures:

- **2.4.9.3.1.** Overall health status of Participants;
- **2.4.9.3.2.** Inpatient hospital admissions;
- **2.4.9.3.3.** Total inpatient hospital days;
- **2.4.9.3.4.** Non-emergent emergency room visits;
- **2.4.9.3.5.** Appropriate medication use and coordination and reduction of unnecessary or inappropriate medications;
- **2.4.9.3.6.** Participant self-management skills; and
- **2.4.9.3.7.** Appropriate screening tests.

2.4.9.4. At a minimum, a Quality Improvement plan shall include:

2.4.9.4.1. Methods for establishing baseline measures and monitoring changes and trends over time;

2.4.9.4.2. Approaches to identifying and correcting quality problems;

2.4.9.4.3. Methods for follow-up of potential quality-related issues;

2.4.9.4.4. The role of the Contractor's Medical Director in the Quality Improvement program; and

2.4.9.4.5. The role and responsibilities of the Contractor's Quality Assurance Officer.

2.4.10. Evaluation Methods

2.4.10.1. The Contractor shall use at a minimum current HEDIS data specifications. Evaluation methods shall include the following (unless otherwise specified, all measures are collected and analyzed by the Contractor, reported to the Department for analysis confirmation):

2.4.10.1.1. For Participant diseases and conditions, the Contractor shall be asked to identify all clinical outcomes that shall be used to measure improvement in adherence to evidence-based guidelines for care. These clinical variables and outcomes shall be measured for Participants at baseline and at a minimum every twelve (12) months;

2.4.10.1.2. The Contractor shall report health processes and outcome indicators that will be used to measure improvements in adherence with evidence-based guidelines for care and care coordination. These indicators will be measured for the Participant population at baseline and at a minimum every twelve (12) month intervals thereafter;

2.4.10.1.3. The Contractor shall measure Net Savings by developing a Predictive Model of expected expenditures (the methodology must be approved by the Department) then comparing the expected expenditures to actual expenditures less program costs. Health care expenditures include inpatient hospital, outpatient hospital, physician, pharmacy, lab, and x-ray expenditures. All CCMP Eligibles identified by the Contractor shall be included in the analysis; and

2.4.10.1.4. The Contractor shall provide data broken out by specific sub groups (e.g., children and adults).

2.4.11. Evaluation of Program Goals:

2.4.11.1. The Contractor shall cooperate with the Department and DHH designees in conducting an external evaluation of the CCMP by providing data and information about the Contractor's CCMP. The Department or contracted

evaluator shall use the Contractor's data to validate baselines and other Contractor-collected data, outcomes of the Contractor's specified Chronic Care Management interventions, and the achievement of expected benchmarks of success.

2.4.11.2. Upon mutual agreement among the Department, the Contractor and DHH designees, the Contractor shall provide additional data as requested. The Contractor is required to cooperate with an independent assessment/evaluation process, and share its methodology and data with the Department or our designee for external evaluation. The data that the Contractor shall provide to the Department or its designee will include, but is not limited to:

2.4.11.2.1. Number and nature of contacts/interventions with Participants;
2.4.11.2.2. Risk-assignment process and related interventions; and
2.4.11.2.3. Contractor's assessment methods and Participant responses to standardized questionnaires, assessments, and surveys.

2.4.11.3. The Contractor shall cooperate with any performance review conducted by the Department or DHH designee, including providing copies of all records and documentation arising out of the Contractor's performance of obligations under the Contract. Upon reasonable notice, the Department may conduct a performance review and audit of the Contractor to determine compliance with the Contract. At any time, if the Department identifies a deficiency in performance, the Contractor shall be required to develop a corrective action plan to remediate the deficiency including an explanation of how Enrollees shall continue to be served until the deficiency is corrected.

2.4.12. Liquidated Damages

2.4.12.1. In the event the Contractor fails to meet the standards specified within the contract, the Liquidated Damages, as defined below, may be assessed. If assessed, the Liquidated Damages will be used to reduce the Department's payments to the Contractor or if the Liquidated Damages exceed amounts due from the Department, the Contractor will be required to make cash payments for the amount in excess. The Department reserves the right to utilize all available legal remedies.

2.4.12.1.1. Late submission of required reports - $50.00 per working day, per report.

2.4.12.1.2. Failure to fill vacant contractually required key staff positions within sixty (60) days - $1000.00 per working day from 61st day of vacancy until filled with an employee approved by the Department.

2.4.12.1.3. Failure to maintain all files and perform all file updates according to the requirements in the RFP or as otherwise agreed to by the Department - $ 1000.00 per working day for each day after the agreed upon date.

2.4.12.1.4. Failure to comply with call center requirements as specified in the RFP or as agreed to by the Department - $200 per occurrence.

2.4.12.1.5. Failure to comply with corrective action plan within specified timelines of the Plan- $1000.00 per working day after deadline for resolution.

2.4.12.1.6. Failure to maintain an active engagement of Participants 3% below the agreed upon target for all diseases for greater than thirty (30) days- $500 per working day from the 31st day until active engagement reaches agreed upon target range.

2.4.12.1.7. Failure to comply with the approved Business Continuity and Disaster Recovery Plan - $10,000 per working day.

2.4.13. FRAUD AND ABUSE

2.4.13.1. The Contractor shall have internal controls and policies and procedures in place that are designed to prevent, detect, and report known or suspected fraud and abuse activities.

2.4.13.2. Such policies and procedures must be in accordance with Federal regulations described in 42 CFR Parts 455 and 456. The Contractor shall have adequate staffing and resources to investigate unusual incidents and develop and implement corrective action plans to assist the Contractor in preventing and detecting potential fraud and abuse activities.

2.5. INFORMATION TECHNOLOGY

2.5.1. Systems and Software Guidelines

2.5.1.1. The Contractor shall be responsible for procuring, supplying, installing, configuring, and maintaining the local area network (LAN), computers,

computer hardware, and computer software located at the Contractor's processing site.

2.5.1.2. The Contractor shall have the capability to receive claims data, and member and Provider files from the FI (Fiscal Intermediary) for use in producing reports, surveys, and studies as required by the Department. Utilizing a Department approved file transfer software package, which provides an appropriate means to transfer secure and/or encrypted documents using an industry accepted SFTP or other Secure Transfer Protocol. All workstations must feed data to host server for real time processing.

2.5.1.3. The Contractor shall operate and maintain a HIPAA compliant, interactive, web-based information system and member registry that allows maintenance of demographic and clinical information on CCMP Participants PHI, tracking and monitoring of CCMP Participants, communication with care managers, setting up reminders and recalling tasks, and development of needed reports for PCP office practices. Any changes in demographic data shall be routed to the Department.

2.5.1.4. The information system shall include, at a minimum, the elements listed below:

2.5.1.4.1. Enrollee Name;
2.5.1.4.2. Medicaid ID #;
2.5.1.4.3. Enrollee Social Security Number (SSN);
2.5.1.4.4. Enrollee address and phone number;
2.5.1.4.5. Enrollee disease/condition(s) and diagnoses;
2.5.1.4.6. Date of initial Enrollee contact;
2.5.1.4.7. Date Enrollee refused CCMP participation and reason or date Enrollee verbally accepted and agreed to participate in CCMP
2.5.1.4.8. Enrollee's Medicaid Primary Care Provider name and telephone number;
2.5.1.4.9. List of Participants healthcare service Provider(s);
2.5.1.4.10. Health Assessment Information, to include:
2.5.1.4.10.1. Date Assessment conducted;
2.5.1.4.10.2. Goals established;
2.5.1.4.10.3. Medicaid Provider names, numbers, and specialties;
2.5.1.4.10.4. All dates and types of Referrals and follow up on referrals;
2.5.1.4.10.5. All Care Management contacts made, and outcome of contacts;
2.5.1.4.10.6. Any other data element required by common practice, Department guidelines, federal or state law;
2.5.1.4.11. Contractor Stratification of Enrollees;
2.5.1.4.12. Dates, type, Enrollee name of telephonic contacts;

2.5.1.4.13. Dates of all face-to-face contacts with Participants; and
2.5.1.4.14. Dates of all mailed outreach materials.

2.5.1.5. Data stored in all information systems shall be current, near real time. The Louisiana-specific CCMP data stored in the Contractor's information system shall be the property of the Department.

2.5.1.6. Access to all systems should be secured through the use of complex User ID's and passwords and all systems should be configured based on industry standards and best practices.

2.5.1.7. Interfacing capability with the Department's Nurse Helpline.

2.5.2. Interactive Website

2.5.2.1. Documentation/Knowledge Transfer

2.5.2.1.1. The Contractor will coordinate with the Department's IT division to ensure the following documentation meets the minimum standards. The Contractor will provide a draft copy of all documentation listed below. Upon approval, the Contractor will then provide a final copy of the following documentation:

2.5.2.2. Documentation

2.5.2.2.1. Database schema
2.5.2.2.2. Site map
2.5.2.2.3. Flow chart
2.5.2.2.4. Wireframe
2.5.2.2.5. Screen designs
2.5.2.2.6. Content inventory by page

2.5.2.3. Knowledge Transfer

2.5.2.3.1. A meeting will be scheduled between the Department and the Program Administrator at the close of the project to ensure knowledge transfer.

2.5.2.3.2. The information system shall include a Web-based component for communication and collaboration between the Contractor and the Providers, between the Contractor and Participants, and between the Contractor and the Department. Such a segment of the system would allow Contractor, the Department, Providers, and Participants access to reports, records, and other information on a Participant's case for

the purpose of aiding all parties in the quality and quantity of healthcare of the Participant. Due to various levels of information privacy and relevance there should be separate levels of accessibility to information for the various parties. The various access level platforms shall be in a user-friendly format and information and reports shall be updated for all accessible parties. This segment of the Contractor's information system shall be independent of the Department's website, but with links to and from the Department's website.

2.5.2.3.3. The information system shall include, but not be limited to, program information related to Participants, such as eligibility requirements, status of Participants, enrollment, services, and other essential Participant data. The information system shall also include Provider information and other essential contact names, telephone numbers, and addresses necessary for a Participant's service(s).

2.5.2.4. Information Transfer

2.5.2.4.1. In the event of contract termination, or as requested, the Contractor shall transfer all data back to the Department.

2.5.2.5. Interface with New Fiscal Intermediary (FI) System

2.5.2.5.1. Louisiana Medicaid will be contracting for a new FI system projected for implementation in late 2010. The current legacy FI system will be replaced by a relational database system. The Contractor awarded this contract must have the capability to interface with the new system.

2.5.2.6. Medicaid Information Technology Architecture (MITA)

2.5.2.6.1. In complying with the CMS initiative, Medicaid Information Technology Architecture (MITA), Medicaid Contractors will be responsible for identifying, evaluating, and reporting on how their implemented system environment conforms to the MITA model, focusing on aligning technological needs with business needs. Medicaid must ensure that current Medicaid Maturity Levels and Business Capability Levels progress toward higher MITA levels. Therefore, Medicaid is moving towards a Service-Oriented Architecture for inter-system interactions and reuse of existing Medicaid business entities (Modules).

2.5.2.6.2. Business processes for enhancement to be included, but not limited to, are: Provider and Member Outreach, Provider and Member Enrollment and Disenrollment, and Authorized Referrals. CMS MITA initiative information can be viewed at the following weblink: http://www.cms.hhs.gov/MedicaidInfoTechArch

2.5.2.7. BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN

2.5.2.7.1. The Contractor shall develop, test and maintain Business Continuity and Disaster Recovery Plans (BC/DRP) and procedures to allow them to continue to deliver essential business functions despite damage, loss, or disruption of Information Technology systems due to the unexpected occurrence of a natural or man-made emergency or disaster.

2.5.2.7.2. Acceptable BC/DRP shall be submitted to DHH for approval on an annual basis and should include: Risk Assessment, Business Impact Analysis, Alignment to Business Strategy, Alignment to Business Continuity Strategy, and Testing and Updating Plans.

2.5.2.7.3. The Contractor must provide a plan for file backup procedures and maintaining off-site storage of programs, files, and documentation.

2.5.2.8. Takeover/Transition Plan

2.5.2.8.1. The Contractor shall develop and maintain a takeover/ transition plan which outlines the procedures and timelines to ensure continuity of services in the event of contract termination or award of contract to another vendor. The takeover/ transition plan must include procedures that shall, at a minimum, comply with the following stipulations:

2.5.2.8.1.1. Upon completion of this contract or if terminated earlier, all records, reports, work sheets or any other pertinent materials related to the execution of this contract shall become the property of the Department;

2.5.2.8.1.2. In the event of contract termination, or as requested, the Contractor shall transfer all data and non-proprietary systems to the Department or new vendor within the agreed upon time frame;

2.5.2.8.1.3. Upon termination of contracted services, all equipment purchased under this agreement shall revert to the State. The Contractor agrees to deliver any such equipment to the State within the pre-determined time frame.

2.5.2.8.1.4. The takeover/transition plans must be adhered to within 30 calendar days of written notification of contract termination, unless other appropriate time frames have been mutually agreed upon by both the Contractor and the Department.

2.6. SUB-CONTRACTING

2.6.1. The Contractor shall not contract with any other party for furnishing any of the work and professional services required by the contract without the express prior written approval of the Department. The Contractor shall not substitute any subcontractor without the prior written approval of the Department. For subcontractor(s), before commencing work, the Contractor will provide letters of agreement, contracts or other forms of commitment which demonstrates that all requirements pertaining to the proposal will be satisfied by all subcontractors through the following:

2.6.1.1. The subcontractor(s) will provide a written commitment to accept all contract provisions.

2.6.1.2. The subcontractor(s) will provide a written commitment to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract.

2.7. INSURANCE REQUIREMENTS

2.7.1. Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-VI. This rating requirement shall be waived for Worker's Compensation coverage only.

2.7.2. Contractor's Insurance

2.7.2.1. The Contractor shall not commence work under this contract until it has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company shall be filed with the Department for approval. The Contractor shall not allow any subcontractor to commence work on subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the successful Contractor shall also submit copies of insurance policies for inspection and approval of the Department before work is commenced. Said policies shall not be canceled, permitted to expire, or be changed

without thirty (30) days written notice in advance to the Department and consented to by the Department in writing and the policies shall so provide.

2.7.3. Compensation Insurance

2.7.3.1. Before any work is commenced, the Contractor shall obtain and maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed to provide services under the contract. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

2.7.4. Commercial General Liability Insurance

2.7.4.1. The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect Contractor, the Department, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by the Contractor or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the Department. Such insurance shall name the Department as additional insured for claims arising from or as the result of the operations of the Contractor or its subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of $1,000,000.

2.7.5. Insurance Covering Special Hazards

2.7.5.1. Special hazards as determined by the Department shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

2.7.6. Licensed and Non-Licensed Motor Vehicles

2.7.6.1. The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of $1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed thereunder, unless such coverage is included in insurance elsewhere specified.

2.7.7. Subcontractor's Insurance

2.7.7.1. The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

2.8. RESOURCES AVAILABLE TO CONTRACTOR

2.8.1. The Department will have an assigned staff member who will be responsible for primary oversight of the contract. This individual will schedule meetings to discuss progress of activities, and problems identified.

2.9. CONTACT PERSONNEL

2.9.1. All work will be performed under the direct supervision of:

Mary Scorsone
Contract Monitor
Medical Vendor Administration
Medicaid Reform Section
Bienville Building, 7th Floor
628 North 4th Street
Baton Rouge, LA 70821

2.10. TERM OF CONTRACT

2.10.1. The contract shall commence on or near the date approximated in the Schedule of Events. The term of this contract is for a period of three (3) years. After the initial three (3) years, DHH reserves the right to renew the contract with the same rates and conditions with two (2) one-year extensions. Under no circumstances shall the maximum contract period exceed sixty (60) months. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

2.11. PAYMENT

2.11.1. The Contractor shall submit deliverables in accordance with established timelines and shall submit itemized invoices monthly or as defined in the contract terms. Payment of invoices is subject to approval of the Contract Monitor.

2.11.2. The Contractor shall only receive Per Participant Per Month (PPPM) payment for Participants that meet the enrollment requirements and are recognized as Actively Engaged Participants by the Department.

2.11.2.1. Invoices

2.11.2.1.1. Payments to the Contractor shall begin upon successful implementation of the program. Successful implementation is considered once Participants are Actively Engaged.

2.11.2.1.2. The Contractor shall report the number of Participants enrolled in the program. Payment shall be made to the Contractor on the subsequent month following confirmation of active engagement of the Participants. The Department shall arrange for payment each month at an agreed upon time by the Department and the Contractor for PPPM payments as described herein.

2.11.2.1.3. The Contractor shall be paid monthly based on a monthly invoice submitted by the 10th day of the following month. The Contractor shall be reimbursed at the Per Participant Per Month (PPPM) rate of reimbursement for Participants as specified in the contract. The Contractor's payment shall be based on active engagement of CCMP Participants reported by the Contractor.

2.11.2.1.4. Each monthly PPPM payment to the Contractor shall be equal to the number of Participants recognized by the Department multiplied by the PPPM fee. Payment is based on the number of Participants enrolled into the CCMP, and not the number of Eligibles for the month. The Contractor shall only receive PPPM payment for Actively Engaged Participants that meet the enrollment requirements and are recognized as enrolled Participants by the Department. Enrollment criteria can be found in **Section 2.2.3** of this RFP.

3. PROPOSALS

3.1. GENERAL INFORMATION

3.1.1. This section outlines the provisions which govern determination of compliance of each Proposer's response to the RFP. The Department shall determine, at its sole discretion, whether or not the requirements have been reasonably met. Omissions of required information may be grounds for rejection of the firm's proposal by the Department.

3.1.2. Proposals should address how the Proposer intends to assume complete responsibility for timely performance of all contractual responsibilities in accordance with federal and state laws, regulations, policies, and procedures.

3.2. PROCUREMENT LIBRARY/ RESOURCES AVAILABLE TO PROPOSER

3.2.1. Department program manuals and pertinent Federal and State regulations, as well as other pertinent materials, are available for review upon request in the Procurement Library. Relevant material related to this RFP will be posted at the following web address:
http://www.dhh.louisiana.gov/publications.asp?ID=1&CID=25

3.3. PROPOSAL SUBMISSION

3.3.1. All proposals must be received by the due date and time indicated on the Schedule of Events. Proposals received after the due date and time will not be considered. It is the sole responsibility of each Proposer to assure that its proposal is delivered at the specified location prior to the deadline. Proposals which, for any reason, are not so delivered will not be considered.

3.3.2. Proposer must submit one (1) original hard copy and should submit one (1) electronic copy, and ten (10) hard copies of proposals. With the exception of the one electronic copy, proposals must be submitted in hard copy form. No facsimile or emailed proposals will be accepted.

3.3.2.1. Proposers should send the cost proposal and financial statements under separate cover.

3.3.3. Proposals submitted via mail to:

Mary Gonzalez
Department of Health and Hospitals
Division of Contracts and Procurement Support
P.O. Box 1526

Baton Rouge, LA 70821-1526

3.3.4. Proposals submitted via courier or hand delivered to:

Mary Gonzalez
Department of Health and Hospitals
Division of Contracts and Procurement Support
628 N. 4th Street-5th Floor
Baton Rouge, LA 70802

3.3.5. Proprietary and/ or Confidential Information

3.3.5.1. The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The cost proposal will not be considered confidential under any circumstances. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

3.3.5.2. For the purposes of this RFP, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this RFP shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information submitted in conjunction with this RFP may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

3.3.5.3. The proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. Each page containing such data shall be specifically identified and marked "CONFIDENTIAL".

3.3.5.4. Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, DHH will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must take legal action as necessary to restrain DHH from releasing information DHH believes to be public record.

3.3.5.5. If the proposal contains confidential information, a redacted copy of the proposal must be submitted. If a redacted copy is not submitted, proposer will be required to submit this copy within 48 hours of notification from DHH. The redacted copy should be clearly marked on the cover as "REDACTED COPY". The redacted copy should also state which sections or information has been removed.

3.3.5.6. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

3.4. PROPOSAL COST

3.4.1. The Proposer assumes sole responsibility for any and all costs associated with the preparation and reproduction of any proposal submitted in response to this RFP, and shall not include this cost or any portion thereof in the proposed contract price.

3.5. OWNERSHIP OF PROPOSAL

3.5.1. All proposals become the property of the Department and will not be returned to the Proposer. The Department retains the right to use any and all ideas or adaptations of ideas contained in any proposal received in response to this solicitation. Selection or rejection of the offer will not affect this right. Once a contract is awarded, all proposals will become subject to the Louisiana Public Records Act.

3.6. CERTIFICATION STATEMENT

3.6.1. The Proposer must sign and submit the attached Certification Statement (See Attachment I).

3.7. PROPOSAL SUBMISSION

3.7.1. This section outlines proposal provisions that determine compliance of each Proposer's response to the RFP. Failure to comply with any mandatory requirement shall result in the rejection of the proposal. The agency shall determine, at its sole discretion, whether or not the RFP provisions have been reasonably met. The proposal should describe the background and capabilities of the Proposer, give details on how the services will be provided, and must include a breakdown of proposed costs. It should also include information that will assist the Department in determining the level of quality and timeliness that may be expected. Work samples may be included as part of the proposal.

3.7.2. An Item-by-item response to the Request for Proposals is requested.

3.7.3. There is no intent to limit the content of the proposals, and Proposers may include any additional information deemed pertinent. Emphasis should be on simple straightforward and concise statements of the Proposer's ability to satisfy the requirements of the RFP. Innovative approaches are encouraged.

3.7.4. Requested Proposal Outline

3.7.4.1. Certification Statement and Introduction
3.7.4.2. Understanding of Project Scope
3.7.4.3. Work Plan
3.7.4.4. Relevant Corporate Experience
3.7.4.5. Corporate Financial Condition
3.7.4.6. Personnel Qualifications
3.7.4.7. Cost and Pricing Analysis
3.7.4.8. Cost Proposal
3.7.4.9. Administrative Data
3.7.4.10. Mandatory Administrative Data
3.7.4.11. Assignments
3.7.4.12. Additional Information
3.7.4.13. Warranty Against Cost Disclosure and Broker Fees
3.7.4.14. Location of Active Office with Full Time Personnel

3.7.5. Content of Proposal Outline Listed Above

3.7.5.1. Introduction

3.7.5.1.1. The introductory section should contain summary information about the Proposer's organization and its ability to satisfy provisions of the Request for Proposal. This section should also include an organizational chart displaying the Proposer's overall structure.

3.7.5.2. Understanding of Project Scope, Needs, and Objectives

3.7.5.2.1. This section should state Proposer's knowledge and understanding of the needs and objectives of the Department as related to the scope of this RFP. The Proposer should relate this knowledge and understanding to the overall scope of services as requested in this RFP, including knowledge of DHH, and Medicaid. This section should contain work statements setting out the Proposer's management philosophy including, but not limited to, the role of Quality Control, Professional Practices, Supervision, Distribution of Work and Communication Systems.

3.7.5.2.2. The practicality of the execution of each stage of the project will be examined. The Proposer should provide a breakdown of how the requested services will be provided. The rationale and methodology for achieving objectives will be considered as well as the Proposer's organizational approach to the project. Proposals should define Proposer's functional approach in providing services and brief overview of the tasks necessary to meet the RFP requirements.

3.7.5.3. Work Plan/Project Execution

3.7.5.3.1. The Proposer must state the approach it intends to use to achieve each objective of the project including major activities and methodologies utilized for each work statement, as well as Department involvement. The proposal must state how each objective of the project will be accomplished.

3.7.5.3.2. This section must address the project work plan and provide a work schedule for each phase of the project. The work plan should be presented as follows:

- **3.7.5.3.2.1.** Provide a written discussion of the work plan addressing process flow, time frames for each component; how findings will be addressed in the process; and the ability to maintain the work plan schedule (i.e. drawing on firm resources, training, etc.).
- **3.7.5.3.2.2.** Provide a strategic overview including all elements to be provided.
- **3.7.5.3.2.3.** Breakdown into logical tasks and time frames all work to be performed, accompanied by an assessment of relative difficulty for each task.
- **3.7.5.3.2.4.** Identify critical tasks.
- **3.7.5.3.2.5.** Estimate time involved in completion of tasks.
- **3.7.5.3.2.6.** Identify all assumptions or constraints on tasks.
- **3.7.5.3.2.7.** Refer to specific documents and reports that are to be produced as a result of completing tasks. Contain a summary, at the activity level, to show completion schedules relative to deliverables.
- **3.7.5.3.2.8.** Include charts and graphs which reflect the work plan in detail.
- **3.7.5.3.2.9.** Describe the approach to Project Management and Quality Assurance.
- **3.7.5.3.2.10.** Discuss what flexibility exists within the work plan to address unanticipated problems which might develop during the contract period.
- **3.7.5.3.2.11.** If the Proposer intends to subcontract for portions of the work,

the Proposer should include specific designations of the tasks to be performed by the subcontractor.

3.7.5.3.2.12. Document procedures to protect the confidentiality of records in DHH databases, including records in databases that may be transmitted electronically via e-mail or the Internet.

3.7.5.3.2.13. A detailed Project Implementation Work Plan shall be submitted to the Department and include a pre-testing of the Call Center, the Predictive Modeling, and the Contractor's Information system.

3.7.5.3.2.14. The Proposer shall submit, with its response to this RFP, a takeover/ transition plan which outlines the procedures and timelines to ensure continuity of services in the event of contract termination or award of contract to another vendor. The takeover/ transition plan must include procedures that shall, at a minimum, comply with the stipulations listed in **Section 2.5.2.7** of this RFP.

3.7.5.3.3. Other Potential Chronic Care Management Services

3.7.5.3.3.1. The Department also has special interest in hypertension as a precursor to Coronary Artery Disease, End Stage Renal Disease, and Stroke as well as Sickle Cell Anemia and Chronic Obstructive Pulmonary Disease (COPD). The Department may choose to have the contractor develop and implement additional Chronic Care Management programs for these Eligibles, as well as a focus on individuals with Chronic Diseases and their high utilization of the Emergency Room. For informational purposes only, the Proposer should include a summary of experience related to these additional chronic conditions and how proposer would incorporate these elements into its work plan.

3.7.5.3.4. Predictive Modeling (PM)

3.7.5.3.4.1. Based off claims information provided by the Department, the Proposer shall submit evidence that the Predictive Modeling to be utilized is:

- **a)** Appropriate and optimized on specified diseases and related care issues for Medicaid populations;
- **b)** Based on future predicted costs and not current costs;
- **c)** Includes current actual costs and expected cost models for baseline information, program evaluation, and Provider profiling; and
- **d)** Able to show validation testing results and actuarial soundness.

3.7.5.3.4.2. At a minimum, the Predictive Modeling shall:

a) Identify patterns of care that are likely to lead to higher (preventable) costs. These patterns of care should be mapped to specific interventions that would be expected to improve health outcomes and control costs. This includes:

- Identifying Participants receiving inadequate care for chronic conditions, including medical, mental health, and substance abuse;
- Identifying Participants receiving contra-indicated medications;
- Identifying Participants who use the Emergency Department with conditions that could be treated in primary care settings;
- Identifying Participants who have been hospitalized with complications of medical conditions and the hospitalizations could have been avoided with proper care management; and
- Identifying and prioritizing Participants whose conditions can be positively affected or better controlled by Care Management in contrast to those whose conditions cannot.

b) Perform basic "risk scoring" tasks, which include physical/clinical elements, psychosocial, mental health, and behavioral elements. The Proposer must explain how the risk weights and scoring system were determined. The risk scoring methodology must be validated.

c) Assess prospective health care risk and not just current risk.

d) Provide information to help estimate the potential cost impact of implementing interventions to improve care. The cost impact information could be accomplished by comparing utilization and costs for otherwise similar Participants receiving "good care" and "poor care" in historical claims data, using standardized definitions of quality of care (for example, HEDIS-like measures). The Predictive Modeling should allow specification of matching criteria for comparison groups (This must be a sound and proven method as such comparisons can be made for evaluations. Poorly constructed comparison groups can be a source of erroneous information leading to poorly informed decision making).

3.7.5.3.4.3. The Proposer shall submit a description of its Predictive Modeling, including its risk scoring, stratum, and healthcare guidelines. The Proposer shall submit specifications and a performance report on the Predictive Modeling that will be used. The report shall include:

a) A brief history of the tool's development and historical and current uses;
b) Medicaid data elements to be used for predictors and dependent measure(s);
c) Assessments of data reliability and validity;
d) A description of the rules and strategy to achieve projected clinical outcomes and how clinical outcomes shall be measured; and
e) A description of how the model has been optimized on these type interventions and the constraints on intervention to the Medicaid program and population.

3.7.5.3.5. Enrollment Process, Criteria, and Risk Scoring Methodology

3.7.5.3.5.1. The Proposer shall include with its response to the RFP an outline and description of the enrollment process, criteria, and risk scoring methodology by which its predictive methodology and other procedures, such as the initial Health Screening / Holistic Assessment are used to determine High Intensity or Low Intensity Care Management for each Participant. The Department must approve the methods of risk scoring for intensity determination.

3.7.5.3.5.2. Since this is an Opt-out program, the Proposer shall also describe the methods for the following:

a) Process to actively engage Enrollees;
b) Procedures for those who opt-out; and
c) Procedures to maintain the Department's designated percentage after Enrollees opt-out, or no longer meet the criteria.

3.7.5.3.6. Care Management Plan for the Tier-1 and Tier-2 Enrollees

3.7.5.3.6.1. The Proposer's Predictive Modeling shall place each Participant in either the first tier (Tier-1) or second tier (Tier-2) of care management. The Proposer shall stratify CCMP Participants into these two categories: Tier-1 – High Intensity; and Tier-2 – Low Intensity.

a) This Stratification shall be submitted along with the response to the RFP and approved in writing by the Department prior to implementation.

3.7.5.3.6.2. The Proposer shall include with its response to the RFP an outline and description of its Care Management for the Tier-1 highest at-risk Enrollees, including the standard mix and frequency of telephonic, mailing, and face-to-face interaction with the Participant.

3.7.5.3.6.3. The Proposer shall include with its response to the RFP an outline and description of its Care Management for the Tier-2 lowest at-risk Enrollees, including the standard mix and frequency of telephonic, mailing, and face-to-face interaction with the Participant.

3.7.5.3.6.4. The Proposer shall describe in its response to the RFP how it will transition Participants from Tier-1 to Tier-2 without interruption of services when the individual risk score is no longer within the predetermined category of risk. The Proposer shall also address the transition of Participants out of the CCMP when the Participant has opted-out of the program or graduated to self management.

3.7.5.3.7. Call Center Description

3.7.5.3.7.1. The Proposer shall describe the Call Center in its response to the RFP, including its staff, operational processes for in-coming and out-going calls, the organizational and flow chart for the center, and its physical location, including city and state. The description must include the process for handling after hour emergency situations and calls.

3.7.5.3.8. Provider Outreach and Education Work Plan

3.7.5.3.8.1. The Proposer must submit, with its response to the RFP, the Provider outreach work plan and samples of Provider outreach materials.

3.7.5.3.9. Report Sample

3.7.5.3.9.1. The Proposer should submit samples of report templates with its response to the RFP.

3.7.5.3.10. Quality Improvement (QI) Program

3.7.5.3.10.1. The Proposer shall submit a description of its Quality Improvement (QI) program including but not limited to policies and procedures outlining the objectives, scope, activities for ongoing monitoring, evaluation and improvement of the quality, and appropriateness of Chronic Care Management services.

3.7.5.3.10.2. The Proposer shall include in its RFP response a sample of the measures of quality indicators for specified diseases and utilization of medical services that will be used.

3.7.5.3.11. Measures for Evaluation of Progress

3.7.5.3.11.1. The Proposer shall include in its response to the RFP samples of internal measures for evaluating its progress in reaching and meeting program goals.

3.7.5.4. Relevant Corporate Experience

3.7.5.4.1. The Proposer shall have Corporate Experience with a minimum of three (3) years of chronic care management or disease management experience, with at least one (1) year with Medicaid populations. The Proposer must have experience with management of high risk individuals as identified in the RFP. The Proposer should have a current URAC and/or NCQA accreditation for disease management and/or Case Management.

3.7.5.4.2. The proposal shall indicate the firm has a record of prior successful experience in the design and implementation of the services sought through this RFP. Proposers shall include statements specifying the extent of responsibility prior projects and a description of the projects scope and similarity to the projects outlined in this RFP. All experience under this section shall be in sufficient detail to allow an adequate evaluation by the Department. The Proposer must have, within the last twenty-four (24) months, completed, or currently be working on a similar type project. Proposers must give at least two (2) customer references for similar projects completed or currently operational in the last twenty-four (24) months. References must include the name, company affiliation, and telephone number of each contact person.

3.7.5.4.3. In this section, a statement of the Proposer's involvement in litigation that could affect this work must be included. If no such litigation exists, Proposer should so state.

3.7.5.5. Corporate Financial Condition

3.7.5.5.1. The organization's financial solvency will be evaluated. The Proposer's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be given special emphasis.

3.7.5.5.2. The proposal must include for each of the last three (3) years, copies of financial statements, preferably audited, including at least a balance sheet and profit and loss statement, or other appropriate documentation which would demonstrate to the Department the Proposer's financial resources sufficient to conduct the project.

3.7.5.6. Personnel Qualifications

3.7.5.6.1. This section must include the job responsibilities and qualifications which the Proposer understands shall be considered in the staffing and management of the project.

3.7.5.6.2. The purpose of this section is to evaluate the relevant experience, resources, and qualifications of the proposed staff to be assigned to this project. The experience of Proposer's personnel in implementing similar services to those to be provided under this RFP will also be evaluated. The Proposer should also include a statement of its ability to commit full time key personnel for the full term of the contract and its plan for doing so. The adequacy of personnel for the proposed project team will be evaluated on the basis of project tasks, allocation of staff, professional skill mix, and level of involvement of personnel. Key personnel must be identified, and must be the individuals who will work directly on the project. Percentage of time, work-hours committed or other identification of the proposed level of effort must be submitted.

3.7.5.6.3. Job descriptions for all staff must be included and should indicate minimum education, training, experience, special skills and other qualifications for each staff position as well as specific job duties identified in the proposal. Proposers must also state job responsibilities, workload and lines of supervision. An organizational chart identifying individuals and their job titles and major job duties as well as indication of full- or part-time participation must be included. The organizational chart must show lines of responsibility and authority. The Proposer must clearly show how the organizational structure is designed to carry out the responsibilities within each of the major components.

3.7.5.6.4. Key personnel must be designated as such in the proposal, and résumés of all known personnel must be included. Resumes of key personnel proposed should include, but not be limited to:

3.7.5.6.4.1. Experience with Proposer.

3.7.5.6.4.2. Previous experience in projects of similar scope and size.

3.7.5.6.4.3. Where personnel have previously worked as a team on similar projects, résumé data should include responsibility and position within the team.

3.7.5.6.4.4. Educational background, certifications, licenses, special skills, etc.

3.7.5.6.5. If subcontractor personnel will be used, the Proposer must clearly identify these persons and provide the same information requested for the Proposer's personnel.

3.7.5.6.6. The Contractor shall submit a proposed organization chart; resumes of proposed management and key staff, and job descriptions and the requirements of management and key staff positions.

3.7.5.7. Cost and Pricing Analysis

3.7.5.7.1. The Proposer shall include with its response to the RFP a per-Participant per-Month (PPPM) cost proposal with a breakdown of how the cost was determined. The proposal shall be presented as a PPPM calculated for 1%, 2.5%, and 5% of the sum of the potential Enrollees with Diabetes, Asthma, and Congestive Heart Failure as referenced in **Section 2.1.4.1**. The PPPM costs shall include all anticipated costs of successful implementation of all deliverables outlined. The proposal shall include the expected Return on Investment (ROI) or Net Savings. Depending on cost of proposals and budgetary concerns, DHH will decide after submission of proposals which one of the three percentages of enrollees it shall use for evaluation purposes. See **Table B** below.

3.7.5.7.2. At the discretion of the Department, one or more of the conditions referenced in **Section 2.2.1.3**, may be added to the contract after the implementation at the agreed upon PPPM fee.

3.7.5.8. Cost Proposals

3.7.5.8.1. The percentages used for Tier-1 and Tier-2 are for this cost proposal only. These percentages are arbitrary and not factual. The actual percentage of Enrollees in Tier-1 and Tier-2 shall be

based on current Enrollee data and risk scoring in the Predictive Modeling.

Tier-1 Participants – 5% of actual Eligibles

Tier-2 Participants – 95% of actual Eligibles

Table B: CCMP Cost Proposal

Note: Only one of the three percentages of eligibles will be used for cost evaluation purposes. DHH will select the percentage to be used based on cost of proposals received and budgetary concerns after proposal submission.

1% of Potential Eligibles

Effective Date	Combined Rate (Tier-1 and Tier-2)	Annual Cost for 1% of Potential Eligibles at PPPM	ROI/Net Savings (for informational purposes)
July1, 2009-June 30, 2010	$PPPM		$
July1, 2010-June 30, 2011	$PPPM		$
July1, 2011-June 30, 2012	$PPPM		$
Total for 3 year Contract period			$

2.5% of Potential Eligibles

Effective Date	Combined Rate (Tier-1 and Tier-2)	Annual Cost for 2.5% of Potential Eligibles at PPPM	ROI/Net Savings (for informational purposes)
July1, 2009-June 30, 2010	$PPPM		$
July1, 2010-June 30, 2011	$PPPM		$
July1, 2011-June 30, 2012	$PPPM		$
Total for 3 year Contract period			$

5% of Potential Eligibles

Effective Date	Combined Rate (Tier-1 and Tier-2)	Annual Cost for 5% of Potential Eligibles at PPPM	ROI/Net Savings (for informational purposes)
July1, 2009-June 30, 2010	$PPPM		$

July1, 2010-June 30, 2011	$PPPM		$
July1, 2011-June 30, 2012	$PPPM		$
Total for 3 year Contract period			$

3.7.5.9. Administrative Data

3.7.5.9.1. The proposal should include the following administrative data:

3.7.5.9.1.1. Name and address of principal officer;
3.7.5.9.1.2. Name and address for purpose of issuing checks and/or drafts;
3.7.5.9.1.3. For corporations, a statement listing name(s) and address(es) of principal owners who hold five percent interest or more in the corporation;
3.7.5.9.1.4. If out-of-state Proposer, give name and address of local representative; if none, so state;
3.7.5.9.1.5. Proposer's state and federal tax identification numbers.

3.7.5.10. Mandatory Data

3.7.5.10.1. The following mandatory data shall be included in this section:

3.7.5.10.1.1. If any of the Proposer's personnel named is a current or former Louisiana state employee, indicate the Agency where employed, position, title, termination date, and social security number;
3.7.5.10.1.2. If the Proposer was engaged by DHH within the past twenty-four (24) months, indicate the contract number and/or any other information available to identify the engagement; if not, so state;
3.7.5.10.1.3. Proposer shall guarantee that there will be no conflict or violation of the Ethics Code if it is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.
3.7.5.10.1.4. Proposer shall guarantee that the entire proposal will be valid for a period of 120 days after the submission date.
3.7.5.10.1.5. Proposer shall guarantee that the proposal submitted shall become a contractual obligation and valid if a contract is awarded.

3.7.5.11. Assignments

3.7.5.11.1. Any assignment, pledge, joint venture, hypothecation of right or responsibility to any person, firm or corporation should be fully

explained and detailed in the proposal. Information as to the experience and qualifications of proposed subcontractors or joint ventures should be included in the proposal. In addition, written commitments from any subcontractors or joint ventures should be included as part of the proposal.

3.7.5.12. Additional Information

3.7.5.12.1. Proposers may be required by DHH to provide additional information or clarification concerning proposals.

3.7.5.13. Warranties

3.7.5.13.1. The following two (2) items should be included in the proposal:

3.7.5.13.1.1. Warranty Against Cost Disclosure: The Proposer should warrant that it has not discussed or disclosed price or cost data with DHH prior to the opening of the proposal and that all price and/or cost data have been arrived at independently without consultation, communication or agreement with any competitor.

3.7.5.13.1.2. Warranty Against Broker's Fees: The Proposer should warrant that it has not employed any company or person other than a bona fide employee working solely for the Proposer or a company regularly employed as its marketing agent to solicit or secure the contract and should also warrant that it has not paid or agreed to pay any company or person other than the bona fide employee working solely for the Proposer as its marketing agent any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of the contract

3.7.5.14. Location of Active Office with Full Time Personnel

3.7.5.14.1. Include all office locations (address) with full time personnel.

3.8. CRITERIA FOR EVALUATION

3.8.1. Evaluations will be conducted by a Proposal Review Committee.

3.8.2. Scoring will be based on a possible total of *105 points.* The proposal with the highest total score will be recommended for award.

3.8.3. Cost Evaluation:

3.8.3.1. The Proposer with the lowest total cost shall receive 20 points. Other Proposers shall receive points for cost based upon the following formula:

CPS = (LPC/PC)* 20

CPS = Cost Proposal Score

LPC = Lowest Proposal Cost of all Proposers

PC = Individual Proposal Cost

3.8.3.2. Additionally, a maximum of 10 points may be awarded for the cost criteria based on evaluation of reasonableness of cost based on economies of scale, adequate budget detail, and justification that all cost is consistent with the purpose, objectives, and deliverables of the RFP.

3.8.4. On-site Demonstration Evaluation

3.8.4.1. The Department may select those proposers considered susceptible to award for On-site Demonstrations. The On-Site Demonstrations will allow proposer to present its capacity to provide the services requested. On-site Demonstrations should, at a minimum, include information on:

3.8.4.1.1. Proposer's plan for the IT component and its ability to interface with PCP(s), participants, and the Department as proposed in the RFP;
3.8.4.1.2. Proposer's Predictive Modeling tool;
3.8.4.1.3. Proposer's planned use of the severity assessment and tiered risk stratification for the identified population along with interventions utilized to educate, motivate, and improve clinical outcomes and quality of life; and
3.8.4.1.4. Proposer's use of evidence-based guidelines and holistic plans of care with collaboration of all entities proposed in the RFP.

3.8.4.2. The review committee will evaluate the On-site Demonstrations based on the following: the understanding of the project scope and capacity to handle all aspects of project and the individual factors listed above. On-site Demonstrations will be awarded up to an additional 5 points for a possible point total of 105.

3.8.5. Evaluation Criteria

3.8.5.1. The following criteria will be used to evaluate proposals. The criteria and assigned weights are:

Evaluation Criteria	Point Total

Introduction/Understanding of Scope of Work	5
Work Plan/Project Execution	30
Corporate Experience/Financial Condition	15
Qualifications of Personnel	20
Cost	30
Point Total	**100**
On-site Demonstrations (optional at the discretion of DHH to select those proposers considered susceptible to award for on-site demonstrations)	5
Total Possible Points	**105**

3.9. ANNOUNCEMENT OF AWARD

3.9.1. The Department will award the contract to the Proposer with the highest graded proposal and deemed to be in the best interest of the Department. All Proposers will be notified of the contract award. The Department will notify the successful Proposer and proceed to negotiate contract terms.

4. OTHER INFORMATION

4.1. Contact After Solicitation Deadline - After the date for receipt of proposals, no Proposer-initiated contact relative to the solicitation will be allowed between the Proposers and DHH until the award is made.

4.2. Rejection and Cancellation - Issuance of this solicitation does not constitute a commitment by DHH to award a contract or contracts. The Department reserves the right to reject any or all proposals received in response to this solicitation.

4.3. Completeness of Information – Failure to furnish mandatory information specifically required in this solicitation shall disqualify a proposal.

4.4. Award Without Discussion - The Secretary of DHH reserves the right to make an award without presentations by Proposers or further discussion of proposals received.

4.5. Retainage- The Department will secure a retainage of 10% from all billings under the contract as surety for performance.

5. CONTRACTUAL TERMS

5.1. The contract between DHH and the Contractor shall include the standard DHH contract form (CF-1) including a negotiated scope of work, the RFP and its amendments and addenda, and the Contractor's proposal. The attached CF-1 contains basic information and general terms and conditions of the contract to be awarded.

5.2. Mutual Obligations and Responsibilities: The state requires that the mutual obligations and responsibilities of DHH and the successful Proposer be recorded in a written contract. While final wording will be resolved at contract time, the intent of the provisions will not be altered and will include all provisions as specified in the attached CF-1.

5.3. In addition, to terms of the CF-1 and supplements, the following will be incorporated into the contract awarded through this RFP:

5.3.1. Personnel Assignments: The Contractor's key personnel assigned to this contract may not be replaced without the written consent of the Department. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. Key personnel for these purposes will be determined during contract negotiation.

5.3.2. Force Majeure: The Contractor and the Department are excused from performance under contract for any period they may be prevented from performance by an Act of God, strike, war, civil disturbance, epidemic or court order.

5.3.3. Order of Precedence: The contract shall, to the extent possible, be construed to give effect to all provisions contained therein; however, where provisions conflict, the intent of the parties shall be determined by giving a first priority to provisions of the contract excluding the RFP and the proposal; second priority to the provisions of the RFP; and third priority to the provisions of the proposal.

5.3.4. Entire Agreement: This contract, together with the RFP and addenda issued thereto by the Department, the proposal submitted by the Contractor in response to the Department's RFP, and any exhibits specifically incorporated herein by reference constitute the entire agreement between the parties with respect o the subject matter.

5.3.5. Board Resolution/Signature Authority: The Contractor, if a corporation, shall secure and attach to the contract a formal Board Resolution indicating the signatory to the contract is a corporate representative and authorized to sign said contract.

5.3.6. Warranty to Comply with State and Federal Regulations: The Contractor shall warrant that it shall comply with all state and federal regulations as they exist at the time of the contract or as subsequently amended.

5.3.7. Warranty of Removal of Conflict of Interest: The Contractor shall warrant that it, its officers, and employees have no interest and shall not acquire any interest, direct or indirect, which conflicts in any manner or degree with the performance of services hereunder. The Contractor shall periodically inquire of its officers and employees concerning such conflicts, and shall inform the Department promptly of any potential conflict. The Contractor shall warrant that it shall remove any conflict of interest prior to signing the contract.

5.3.8. If the Contractor is a corporation, the following requirement must be met prior to execution of the contract:

5.3.8.1. If a for-profit corporation whose stock is not publicly traded-the Contractor must file a **Disclosure of Ownership** form with the Louisiana Secretary of State.

5.3.8.2. If the Contractor is a corporation not incorporated under the laws of the State of Louisiana-the Contractor must obtain a Certificate of Authority pursuant to R.S. 12:301-302 from the Louisiana Secretary of State.

5.3.8.3. The Contractor must provide written assurance to the agency from Contractor's legal counsel that the Contractor is not prohibited by its articles of incorporation, bylaws or the laws under which it is incorporated from performing the services required under the contract.

Attachments:

I: Certification Statement
II: DHH Standard Contract Form (CF-1)
III: HIPAA

CERTIFICATION STATEMENT ATTACHMENT I

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. The Department requests that the Proposer designate one person to receive all documents. Identify the Contact name and fill in the information below:

Date	
Official Contact Name	
Email Address	
Fax Number with Area Code	
Telephone Number	
Street Address	
City, State, and Zip	

Proposer certifies that the above information is true and grants permission to the Department to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, Proposer certifies that:

1. The information contained in its response to this RFP is accurate;

2. Proposer accepts the procedures, evaluation criteria, contract terms and conditions, and all other administrative requirements set forth in this RFP.

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Attachment II
DHH - CF - 1

AGREEMENT BETWEEN STATE OF LOUISIANA
DEPARTMENT OF HEALTH AND HOSPITALS

AND

FOR

☐ Personal Services ☐ Professional Services ☐ Consulting Services ☐ Social Services

1) **Contractor (Legal Name if Corporation)**	5) **Federal Employer Tax ID# or Social Security #** (11 digits)
2) **Street Address**	6) **Parish(es) Served**
City and State **Zip Code**	7) **License or Certification #**
3) **Telephone Number**	8) **Contractor Status**
4) **Mailing Address (if different)**	Subrecipient: ☐ Yes ☐ No Corporation: ☐ Yes ☐ No For Profit: ☐ Yes ☐ No Publicly Traded: ☐ Yes ☐ No
City and State **Zip Code**	8a) **CFDA#**(Federal Grant #)

9) **Brief Description Of Services To Be Provided:**
Include description of work to be performed and objectives to be met; description of reports or other deliverables and dates to be received (when applicable). In a consulting service, a resume of key contract personnel performing duties under the terms of the contract and amount of effort each will provide under terms of contract should be attached.

10) **Effective Date**	11) **Termination Date**

12) This contract may be terminated by either party upon giving thirty (30) days advance written notice to the other party with or without cause but in no case shall continue beyond the specified termination date.

13) **Maximum Contract Amount**

14) **Terms of Payment**
If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows: (stipulate rate or standard of payment, billing intervals, invoicing provisions, etc.). Contractor obligated to submit final invoices to Agency within fifteen (15) days after termination of contract.

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:	**Name**	
	Title	**Phone Number**

15) **Special or Additional Provisions which are incorporated herein, if any (IF NECESSARY, ATTACH SEPARATE SHEET AND REFERENCE):**

During the performance of this agreement, the Contractor hereby agrees to the following terms and conditions:

1. Contractor hereby agrees to adhere to the mandates dictated by Titles VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990 as amended; the Rehabilitation Act of 1973 as amended; Sec. 202 of Executive Order 11246 as amended, and all requirements imposed by or pursuant to the regulations of the U. S. Department of Health and Human Services. Contractor agrees not to discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, political beliefs, disabled veteran, veteran status, sexual orientation, or any other non-merit factor.

2. Contractor shall abide by the laws and regulations concerning confidentially which safeguard information and the patient/client confidentiality. Information obtained shall not be used in any manner except as necessary for the proper discharge of Contractor's obligations. (The Contractor shall establish, subject to review and approval of the Department, confidentiality rules and facility access procedures.)

3. The State Legislative Auditor, Office of the Governor, Division of Administration Auditors and Department Auditors or those designated by the Department shall have the option of auditing all accounts pertaining to this contract during the contract and for a three year period following final payment. Contractor grants to the State of Louisiana, through the Office of the Legislative Auditor, Department of Health and Hospitals, Inspector General's Office, Federal Government and/or other such officially designated body the right to inspect and review all books and records pertaining to services rendered under this contract, and further agrees to guidelines for fiscal administration as may be promulgated by the Department. Records will be made available during normal working hours.

   Contractor shall comply with federal and state laws and/or DHH Policy requiring an audit of the Contractor's operation as a whole or of specific program activities. All audit fees and other costs associated with the audit shall be paid entirely by the Contractor. Audit reports shall be sent within thirty (30) days after the completion of the audit, but no later than six (6) months after the end of the audit period. If an audit is performed within the contract period, for any period, four **(4) copies** of the audit report shall be sent to the Department of Health and Hospitals, Attention: **Division of Fiscal Management, P.O. Box 91117, Baton Rouge, LA 70821-3797** and one **(1) copy** of the audit shall be sent to the **originating DHH Office.**

4. Contractor agrees to retain all books, records and other documents relevant to the contract and funds expended thereunder for at least four (4) years after final payment or as prescribed in 45 CFR 74:53 (b) whichever is longer. Contractor shall make available to the Department such records within thirty (30) days of the Department's written request and shall deliver such records to the Department's central office in Baton Rouge, Louisiana, all without expense to the Department. Contractor shall allow the Department to inspect, audit or copy records at the contractor's site, without expense to the Department. If Medicare reimbursable, these shall be made available to the Secretary, U.S. DHHS and the U.S. Comptroller General, and their representatives to certify the nature and extent of costs of services, as provided at Section 2440.4 of the Provider Reimbursement Manual (HIM 15-1).

5. Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without written consent of the Department thereto, provided, however, that claims for money due or to become due to Contractor from the Department under this contract may be assigned to a bank, trust company or other financial institution without advanced approval. Notice of any such assignment or transfer shall be promptly furnished to the State.

6. Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this agreement shall be Contractor's. The contractor assumes responsibility for its personnel providing services hereunder and shall make all deductions for social security and withholding taxes,

contributions for unemployment compensation funds, and shall maintain, at Contractor's expense, all necessary insurance for its employees, including but not limited to workers compensation and liability insurance.

7. In consideration for goods delivered or services performed, the Department shall make all checks payable to the contractor in the amounts and intervals as expressed or specified in the agreement. In cases where travel and related expenses are required to be identified separate from the Fee- for-Services, such costs shall be in accordance with State Travel Regulations and are specified under "Special Provisions." The contract contains a maximum compensation which shall be inclusive of all charges including fees and travel expenses. When applicable, the amounts may be stated by category and then as a comprehensive total.

8. No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition of matter having the effect of law being considered by the legislature or any local governing authority. Contracts with individuals shall be exempt from this provision.

9. Should Contractor become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, Contractor must notify appointing authority of any existing contract with State of Louisiana and notify the contracting office of any additional state employment. This is applicable only to contracts with individuals.

10. Upon completion of this contract or if terminated earlier, all records, reports, work sheets or any other materials related to this contract shall become the property of the Department.

11. Contractor shall not enter into any subcontract for work or services contemplated under this agreement without obtaining prior written approval of the Department (which approval shall be attached to the original agreement). Any subcontracts approved by the Department shall be subject to conditions and provisions as the Department may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this agreement, such prior written approval shall not be required for the purchase by the contractor of supplies and services which are incidental but necessary for the performance of the work required under this agreement; and provided, further, however that no provisions of this clause and no such approval by the Department or any subcontract shall be deemed in any event or manner to provide for the incidence of any obligation of the Department beyond those specifically set forth herein. Further provided that no subcontract shall relieve the Contractor of the responsibility for the performance of any subcontractor.

12. Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, duly signed, and attached to the original of this agreement. No claim for services furnished or requested for reimbursement by Contractor, not provided for in this agreement, shall be allowed by the Department. This contract is not effective until approved by the required authorities of the Department and if contract exceeds $20,000, the Director of the Office of Contractual Review in accordance with La. R.S. 39:1502. It is the responsibility of Contractor to advise the agency in advance if contract funds or contract terms may be insufficient to complete contract objectives.

13. In the event the Department determines that certain costs which have been reimbursed to Contractor pursuant to this or previous agreements are not allowable, the Department shall have the right to set off and withhold said amounts from any amount due the Contractor under this agreement for costs that are allowable.

14. This agreement is subject to and conditioned upon the availability and appropriation of Federal and/or State funds; and no liability or obligation for payment will develop between the parties until

agreement has been approved by required authorities of the Department; and, if contract exceeds $20,000, the Director of the Office of Contractual Review, Division of Administration.

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Legislature. If the Legislature fails to appropriate sufficient monies to provide for the
continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

15. Any amendment to this agreement shall not be valid until it has been executed by the Undersecretary or Assistant Secretary or other designated authority of the Office which is a party to the contract, and the Contractor and approved by required authority of the Department; and; if contract exceeds $20,000, the Director of the Office of Contractual Review, Division of Administration. Budget revisions in cost reimbursement contracts do not require an amendment if the revision only involves the realignment of monies between originally approved cost categories.

16. Any contract disputes will be interpreted under applicable Louisiana laws in Louisiana administrative tribunals or district courts as appropriate.

17. Contractor will warrant all materials, products and/or services produced hereunder will not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of any such claim by any third party against DHH, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in DHH's name, but at Contractor's expense and shall indemnify and hold harmless DHH against any loss, expense or liability arising out of such claim, whether or not such claim is successful. **This provision is not applicable to contracts with physicians, psychiatrists, psychologists or other allied health Providers solely for medical services.**

18. Contractor agrees that purchase of equipment under the terms of this agreement shall require prior approval of the Department and shall conform to bid and inventory requirements as set forth in the Property Control Manual for Contracting Agencies and which comply with the Louisiana Procurement Code and property control regulations.

    Any equipment purchased under this agreement remains the property of the Contractor for the period of this agreement and future continuing agreements for the provision of the same services. For the purpose of this agreement, equipment is defined as any tangible, durable property having a useful life of at least (1) year and acquisition cost of $250.00 or more. The contractor has the responsibility to submit to the Program Office Contract Monitor an inventory list of DHH equipment items when acquired under the contract and any additions to the listing as they occur. Contractor agrees that upon termination of contracted services, the equipment purchased under this agreement reverts to the State. Contractor agrees to deliver any such equipment to the State.

19. Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, DHH, from all claims for damages, costs, expenses and attorney fees arising in contract or tort from this contract or from any acts or omissions of Contractor's agents, employees, officers or clients, including premises liability and including any claim based on any theory of strict liability. **This provision does not apply to actions or omissions for which LA R.S. 40:1299.39 provides malpractice coverage to the contractor, nor claims related to treatment and performance of evaluations of persons when such persons cause harm to third parties (R.S. 13:5108.1(E)). Further it does not apply to premise liability when the services are being performed on premises owned and operated by DHH.**

20. Any provision of this contract is severable if that provision is in violation of the laws of the State of Louisiana or the United States, or becomes inoperative due to changes in State and Federal law, or applicable State or Federal regulations.

21. Contractor agrees that the current contract supersedes all previous contracts, agreements, negotiations, and all other communications between the parties with respect to the subject matter of the current contract.

THIS AGREEMENT CONTAINS OR HAS ATTACHED HERETO ALL THE TERMS AND CONDITIONS AGREED UPON BY THE CONTRACTING PARTIES. IN WITNESS THEREOF, THIS AGREEMENT IS SIGNED AND ENTERED INTO ON THE DATE INDICATED BELOW.

CONTRACTOR		**STATE OF LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS**	
CONTRACTOR			
SIGNATURE	**DATE**	Alan Levine	**DATE**
NAME			
TITLE			

(Name of Regional Office, Facility)		**(OFFICE NAME)**	
SIGNATURE	**DATE**	**SIGNATURE**	**DATE**
NAME		**NAME**	
TITLE		**TITLE** Assistant Secretary	

(Rev. 1/04)

HIPAA Business Associate Addendum:

This Business Associate Addendum is hereby made a part of this contract in its entirety as Attachment __ to the contract.

1. The U. S. Department of Health and Human Services has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of individually identifiable health information. See 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"). The Department of Health and Hospitals, ("DHH"), as a "Covered Entity" as defined by HIPAA, is a Provider of health care, a health plan, or otherwise has possession, custody or control of health care information or records.
2. "*Protected Health Information*" ("PHI") means individually identifiable health information including all information, data, documentation and records, including but not limited to demographic, medical and financial information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual or payment for health care provided to an individual; and that identifies the individual or which DHH believes could be used to identify the individual.

   "*Electronic Protected Health Information*" means PHI that is transmitted by electronic media or maintained in electronic media.

   "*Security incident*" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
3. Contractor is considered a Business Associate of DHH, as contractor either: (A) performs certain functions on behalf of or for DHH involving the use or disclosure of protected individually identifiable health information by DHH to contractor, or the creation or receipt of PHI by contractor on behalf of DHH; or (B) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, financial or social services for DHH involving the disclosure of PHI.
4. Contractor agrees that all PHI obtained as a result of this contractual agreement shall be kept confidential by contractor, its agents, employees, successors and assigns as required by HIPAA law and regulations and by this contract and addendum.
5. Contractor agrees to use or disclose PHI solely (A) for meeting its obligations under this contract, or (B) as required by law, rule or regulation or as otherwise permitted under this contract or the HIPAA Privacy Rule.
6. Contractor agrees that at termination of the contract, or upon request of DHH, whichever occurs first, contractor will return or destroy (at the option of DHH) all PHI received or created by contractor that contractor still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, contractor will extend the confidentiality protections of the contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.
7. Contractor will ensure that its agents, employees, subcontractors or others to whom it provides PHI received by or created by contractor on behalf of DHH agree to the same restrictions and conditions that apply to contractor with respect to such information. Contractor also agrees to take all reasonable steps to ensure that its employees', agents' or subcontractors' actions or omissions do not cause contractor to breach the terms of this Addendum. Contractor will use all appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this contract and Addendum.
8. Contractor shall, within 3 days of becoming aware of any use or disclosure of PHI, other than as permitted by this contract and Addendum, report such disclosure in writing to the person(s) named in section 14 (Terms of Payment), page 1 of the CF-1.
9. Contractor shall make available such information in its possession which is required for DHH to provide an accounting of disclosures in accordance with 45 CFR 164.528. In the event that a request for accounting is made directly to contractor, contractor shall forward such request to DHH within two (2) days of such receipt. Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR 164.528 for at least six (6) years after the date of the last such disclosure.
10. Contractor shall make PHI available to DHH upon request in accordance with 45 CFR 164.524.
11. Contractor shall make PHI available to DHH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR 164.526.
12. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by contractor on behalf of DHH available to the Secretary of the U. S. DHHS for purposes of determining DHH's compliance with the HIPAA Privacy Rule.
13. Compliance with Security Regulations:

    In addition to the other provisions of this Addendum, if Contractor creates, receives, maintains, or transmits

electronic PHI on DHH's behalf, Contractor shall, no later than April 20, 2005:

(A) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of DHH;

(B) Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and

(C) Report to DHH any security incident of which it becomes aware.

14. Contractor agrees to indemnify and hold DHH harmless from and against all liability and costs, including attorneys' fees, created by a breach of this Addendum by contractor, its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.
15. Notwithstanding any other provision of the contract, DHH shall have the right to terminate the contract immediately if DHH determines that contractor has violated any material term of this Addendum.